

**INTEGRATION AGREEMENT
FOR
ENTERPRISE ASSET MANAGEMENT SYSTEM (EAMS) /
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) SOLUTION
REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100016892; 24-022**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Director of Finance or said Director’s designee (“Director”), pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20____, and **Aerosimple, LLC** (“Aerosimple” or “Vendor”). City and Vendor may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**ARTICLE 1
CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City’s RFCSP No. 6100016892; 24-022, including all exhibits, attachments and addendums thereto (**Exhibit A**);
- c. Vendor’s Best and Final Offer (BAFO) Price Schedule submitted in response to City’s RFCSP No. 6100016892; 24-022 (hereinafter, the “Price Schedule”) (**Exhibit B**);
- d. Vendor’s Statement of Work, dated August 5, 2024 (hereinafter, the “SOW”) (**Exhibit C**);
- e. Vendor’s Proposal submitted in response to RFCSP No. 6100016892; 24-022 (hereinafter, the “Vendor’s Proposal”) (**Exhibit D**); and
- f. Aerosimple Software Subscription – Terms and Conditions, as revised (**Exhibit E**).

ARTICLE 2

TERM

- 2.1 Original Contract Term. This Agreement shall begin upon the effective date of the ordinance awarding the contract, and continue on a year-to-year basis for a five-year period after implementation/setup and City's acceptance of the system, unless sooner terminated in accordance with the provisions of this Agreement.
- 2.2 Renewals. At City's option, this Agreement may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. Renewals shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefor.
- 2.3 Temporary Short-Term Extensions. City shall have the right to extend this Agreement under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefor.

ARTICLE 3

NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Aviation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Aerosimple, LLC
Legal Department
30N Gould St, STE 4717
Sheridan, WY 82801

With copy to:

City of San Antonio
Finance Department, Procurement Division
P.O. Box 839966
San Antonio, Texas 78283-3966

ARTICLE 5
ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

Regardless of any other provision or other license terms which may be issued by Aerosimple after the effective date of this Agreement, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Agreement, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap/click-through), the terms and conditions set forth in this Agreement shall supersede and govern the license terms between City and Aerosimple.

In the event that conflicting or additional terms in Software License Agreements, Shrink/Click Wrap License Agreements, Service Level Agreements or linked or supplemental documents amend or diminish the rights of City, such conflicting or additional terms shall not take precedence over the terms of this contract.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

AEROSIMPLE, LLC



Name: Angelica Mata

Name: Visweswara Rao Viswanadha

Title: Assistant Finance Director

Title: CEO

Date: _____

Date: 10th September 2024

Approved as to Form:

Assistant City Attorney