

**INTEGRATION AGREEMENT
FOR
RISK MANAGEMENT INFORMATION SYSTEM**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 23-071; 6100016672**

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 **EXP Systems LLC** (“EXP” 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. 23-071; 6100016672, including all exhibits, attachments and addendums thereto (**Attachment A**);
- c. Executed HIPAA Business Associate Agreement (**Attachment B**);
- d. EXP Price Schedule submitted in response to City’s RFCSP No. 23-071; 6100016672 (hereinafter, the “Price Schedule”) (**Attachment C**);
- e. EXP Statement of Work, Version _____, dated _____ (the “SOW”) (**Attachment D**);
- f. EXP’s Proposal submitted in response to RFCSP No. 22-102; 6100015588 (hereinafter, the “EXP Proposal”) (**Attachment E**); and
- g. EXP’s Software as a Service (SaaS) Subscription and Licensing Terms and Conditions, as revised (**Attachment F**).

**ARTICLE 2
TERM**

- 2.1 Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract and shall continue in full force and effect on a year-to-year basis

for three years after implementation/set up and City's final acceptance of the system, unless sooner terminated in accordance with the provisions of this Agreement.

- 2.2 Renewals. At City's option, this contract 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 contract 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, subject to Vendor's then current rates or as mutually agreed in writing by Vendor and City. 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
Finance Department, Procurement
Division
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

EXP Systems LLC
285 Davidson Ave., Suite 101
Somerset, NJ 08873
Attn: Legal

With copy to:

City of San Antonio
Office of Risk Management
P.O. Box 839966
San Antonio, Texas 78283-3966

ARTICLE 4
REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY

In Attachment A, RFCSP Section 014 – General Terms & Conditions, the “Rejection of Disclaimers of Warranties & Limitations of Liability” section is deleted in its entirety.

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 Vendor after the effective date of this contract, 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 contract, 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 contract shall supersede and govern the license terms between City and Vendor.

In the event that conflicting or additional terms in Vendor software license agreements, shrink/click wrap license agreements, service 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 Agreement.

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

EXP SYSTEMS LLC

_____

Name: Angelica Mata

Name: Sree Velicheti

Title: Assistant Finance Director

Title: CEO

Date: _____

Date: 10-Sep-2024

Approved as to Form:

Assistant City Attorney