INTEGRATION AGREEMENT
FOR
ELECTRONIC VISUAL INFORMATION DISPLAY SYSTEM
REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO. 6100013796

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 **Infax, Inc.** ("Infax" 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.

1.0   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. 6100013796, including all exhibits, attachments and addendums thereto (**Exhibit A**);
c. Vendor's Best and Final Offer (BAFO) Price Schedule 2, (**Exhibit B**);
d. City's Tier 1, 2, and 3, Support Guide (**Exhibit C**); and
d. Vendor's Proposal in response to RFCSP No. 6100013796 (**Exhibit D**).

2.0   TERM

2.1   Contract Term. After approval by the San Antonio City Council, this contract shall begin upon execution by all parties. Unless sooner terminated in accordance with the provisions of this Agreement, this contract shall terminate five (5) years after implementation and City's final acceptance of the system. Year 1 of the Base Software Licensing Cost will begin upon City's final acceptance of the system and will continue for twelve (12) months.

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 therefore.

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. Said month to month extensions shall be in writing, signed by Director, subject to and contingent upon appropriation of funding therefor.

3.0   LICENSE

3.1   Description of Services. Throughout the Term and at all times in connection with its actual or required performance under this Agreement, Contractor shall, in accordance with all terms and conditions set forth in this Agreement, provide to City the Infax® Electronic Visual Information Display System and provide the City and its authorized users access to the Infax® Electronic Visual Information Display System software offerings and service maintenance and the support services ("Services") as described in **Exhibit D**, Contractor's Proposal, which includes:

      a.   Infax CMS platform;
      b.   Infax WinFIDS™; and
      c.   WebFIDS™ Application Software.

3.2   Access and Use. Contractor hereby grants to City, exercisable by and through its authorized users, a paid-up, non-exclusive, non-transferable license for use of the Services, including in operation with other software, hardware, systems, networks, and services for City's business purposes.

3.3   Support and Maintenance / Service Level Agreement. Contractor shall provide maintenance and support for the Services, including defect repair, programming corrections, and remedial programming, in accordance with the provisions of this Agreement and as described in **Exhibit C**, City's Tier 1, 2, and 3, Support Guide, and **Exhibit D**, Contractor's Proposal, including the service levels indicated therein. Service maintenance includes all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the subscription services, that Contractor provides at no additional charge to its other similarly situated customers. The support and maintenance services are included in **Exhibit B**, BAFO Price Schedule 2, and Contractor shall not assess any additional fees, costs, or charges for such support services. Infax is responsible for keeping the system live and functional 24/7/365 and maintained in accordance with industry standards and, at minimum, an uptime rating of at least 99%. City shall not be required to sign a separate System Support Agreement.

4.0   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: If intended for Vendor, to:

City of San Antonio   Infax, Inc.
Aviation Department/Terminal   5900 Windward Parkway, Suite 525
Services Division   Alpharetta, GA 30005
P.O. Box 839966
San Antonio, Texas 78283-3966

With copy to:
City of San Antonio
Finance Department, Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

5.0   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.

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	**INFAX, INC.**
Name: Angelica Mata	Name: Mike Davis
Title: Assistant Finance Director	Title: President
Date:	Date: 7/8/2022

Approved as to Form:

Assistant City Attorney

EXHIBIT C
CITY'S TIER 1, 2, AND 3, SUPPORT GUIDE

LEVEL 1 SUPPORT:

Level 1 support is the first tier of support, usually provided by IT support personnel with the least experience, lower understanding of technical issues, and limited access to company information. Tier 1 is planned for dedicated Avi IT personnel to perform with vendor remote coordination.

- Collect customer requests and data
- Attend to customer phone calls / Respond to user emails
- Conduct basic troubleshooting using questionnaires to find out the level of support needed
- Create tickets for Level 2 support
- Provide product information
- Solve common problems such as username and passwords issues, menu navigation, verification of hardware and software, installation issues, and setup.
- Usually, Level 1 support teams solve user problems by following standard operating procedures (SOP). If no solutions are available as per the training and instructions, Level 1 personnel forward the queries to Level 2 support.

LEVEL 2 SUPPORT:

Level 2 support is needed from the EVIDS Vendor and should be included in the proposal. The vendor takes queries from Level 1 team here at SAT. The vendor is then responsible for in-depth troubleshooting and backend analysis. First, a vendor Level 2 technician reviews the work order from a Level 1 ticket to determine how much support was provided, what the issue is, and how long the client has worked with the Level 1 team. (Avi dedicated IT team)

The "Vendor" Level 2 technician then communicates with Avi or IT team for an in-depth analysis of the problem before providing a solution. If a solution is not available, the query moves up to Level 3 vendor support. Usually, Level 2 support personnel have a deep understanding of the company products and extensive experience in troubleshooting. Level 2 support technicians also have more experience working for the company, in-depth training, and access to all company information.

Tier 2 (Vendor) technicians are not necessarily architects or engineers directly involved in creating the hardware or software in question, but may have experience with programming or using the products.

LEVEL 3 SUPPORT:

This level of support requires vendor SMEs. Level 3 support consists of experts provided by the vendor, who may include specialists such as architects, engineers, and creators. These support

experts have access to the highest level of company and product information. They can provide solutions for a wide variety of technical problems.

When a ticket goes up to Level 3 support, the vendor attempts to define the root cause of the problem by looking into code and designs in a lab setting. The vendor technicians may raise the issue with the company to make changes to a product and pass down the solutions to Tier 1 and 2 support.

Priority Levels – these priorities can be selected when submitting a ticket. This determines response time

1. Critical

- Critical interruption to the airport operation, critical outage that is impacting most of the signage at the airport, and/or extreme impact to the passenger experience in various areas of both terminals
- 30-minute response time and 60-minute resolution time
- Example: All backend services are down impacting the entire airport

2. High

- Significant interruption to the airport operation, significant outage that is impacting a big portion of the signage in a terminal, and/or major impact to the passenger experience in a whole area of the terminal
- One-hour response time and two-hour resolution time
- Example: Most of the displays in Terminal A gates show blank

3. Medium

- Medium interruption to the airport operation, local outage that is impacting some of the signage at the airport, and/or negative impact to the passenger experience in a specific area of the terminal
- Two-hour response time and four-hour resolution time
- Example: All Volaris displays in the ticketing area show blank

4. Low

- Little to no interruptions