INTEGRATION AGREEMENT
FOR
SOCIAL MEDIA ARCHIVING TOOL

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO. 6100014639; 22-016

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 **ArchiveSocial, Inc.** ("ArchiveSocial" 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. 6100014639; 22-016, including all exhibits, attachments and addendums thereto (**Exhibit A**); and
   c. Vendor's Proposal in response to RFCSP No. 6100014639; 22-016 (**Exhibit B**).

2.0   TERM

2.1   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 a three-year period, 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   <u>Temporary Short-Term Extensions</u>. 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   <u>Description of Services</u>. Throughout the Term and at all times in connection with its actual or required performance under this Agreement, Vendor shall, in accordance with all terms and conditions set forth in this Agreement, provide to City the ArchiveSocial solution and provide the City and its authorized users access to the ArchiveSocial software offerings and maintenance and the support services ("Services") as described in **Exhibit B**, Vendor's Proposal.

3.2   <u>Access and Use</u>. Vendor 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   <u>Support and Maintenance / Service Level Agreement</u>. Vendor 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 B**, Vendor'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 Vendor provides at no additional charge to its other similarly situated customers. The support and maintenance services are included in **Exhibit B**, Vendor's Pricing Schedule, and Vendor shall not assess any additional fees, costs, or charges for such support services. ArchiveSocial 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 maintenance and 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:

City of San Antonio
Communications & Engagement
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

If intended for Vendor, to:

ArchiveSocial, Inc.
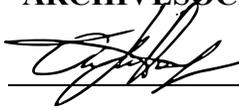212 W. Main St., Ste 500
Durham, NC 27701

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

Name: Angelica Mata

Title: Assistant Finance Director

Date:

ARCHIVESOCIAL, INC.

Name: Antony Hughes

Title: Contracts Manager

Date: 10/06/2022

Approved as to Form:

Assistant City Attorney