

STATE OF TEXAS § **PROFESSIONAL SERVICES AGREEMENT FOR**
 § **ALAMODOME AUTOMATED SUITE SALES**
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“City”), acting by and through its Director of the Convention and Sports Facilities Department, and FriendlySky, LLC (“Contractor”), both of which may be referred to collectively as the “Parties.”

The Parties severally and collectively agree, and by the execution of this Agreement are bound, to the mutual obligations contained and to the performance and accomplishment of the tasks described in this Agreement.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Contractor” is defined in the preamble of this Agreement and includes its successors.

“Director” shall mean the director of City’s Convention and Sports Facilities Department.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall begin on _____ (“Effective Date”) and terminate three years after City’s final acceptance of the system to be implemented by Contractor, as described in Article III (“Initial Term”), unless terminated sooner under the provisions of this Agreement. The Effective Date shall be the later of the date of City Council award of this Agreement or the date of final execution of this Agreement.

2.2 At City’s option, this Agreement may be renewed under the same terms and conditions for two (2) additional (1) year period(s). Renewals shall be in writing and signed by Department Director or designee, without further action by the San Antonio City Council.

III. SCOPE OF SERVICES

3.1 Contractor agrees to provide the following services related to the implementation of an all-encompassing marketing solution (“Platform”) for renting suites at the Alamodome (“Suites”), in exchange for the compensation described in Article IV. Compensation. Specifically, Contractor shall provide the following services (“Services”):

3.1.1 Nationally recognized Mass Marketing Solution

- (a) Integrates with most White Label Platforms to enable COSA branding
 - (b) Fully functional e-commerce solution
- 3.1.2 Inventory Management
 - (a) Unlimited pricing structures for spaces
 - (b) On site ticket scanning and box office tools
 - (c) Customized seating charts associated with venue type
 - (d) Ticket forwarding, promo codes and discount features
- 3.1.3 Product Packaging
 - (a) Ability to sell spaces separately or configured as packages (including catering, upsells, etc.)
 - (b) Ability to monetize merchandising, VIP experiences, hospitality, and other sponsor elements
- 3.1.4 Financials and Reporting
 - (a) Containing real time data for reporting sales and ticket information

3.2 Project Requirements

Such Services shall be provided in accordance with portions Contractor's proposal, including the Request for Proposals Executive Summary, Request for Proposals Attachment A, Part Three and the Request for Proposals Requirements Matrix. All three of these documents from Contractor's Response to the Request for Proposals are attached and incorporated into this Agreement for all purposes, as Exhibits I, II and III, respectively. Contractor will design, build and host the Platform on Contractor's servers and map such Platform to a subdomain on Alamodome.com no later than thirty (30) days following the Effective Date of this Agreement. All Services under this Agreement will be performed remotely, at a site designated by Contractor, and not on City property.

3.3 Application Design

- (a) Contractor shall create a Platform that is user friendly and easily configurable by City staff, if needed.
- (b) Contractor will be able to utilize the developed data from City's Partner Alamo Bowl for the development of the advertised spaces and proposed costs and configurations.

3.4 Responsibilities

- (a) City and Contractor shall engage in open communication and the sharing of information.
- (b) **City will be responsible for:**
 - (i) Providing single point of contact for all technical and operational issues;
 - (ii) Working with Contractor and providing feedback/responses;
 - (iii) Reviewing and approving deliverables in a timely manner;
 - (iv) Providing feedback to Contractor during testing to report on issues identified; and

- (v) City shall designate the Suites, if any, that are available for rent at events to be held at the Alamodome.

(c) Contractor will be responsible for:

- (i) Providing single point of contact for all technical and operational issues;
- (ii) Providing all-encompassing marketing solution software;
- (iii) Configuring specialized spaces and other amenities in the software;
- (iv) Providing documentation (i.e. technical and training) related to software;
- (v) Supporting ongoing configuration changes to software;
- (vi) Providing post launch support for software; and
- (vii) Supporting all testing of the software performed by City

3.5 Technical Requirements.

Contractor's Platform must provide the required functionality, as set forth in this Agreement and its Exhibits, and will operate as a software-as-a-service (SaaS) solution operating within City's Information Technology Services Department ("ITSD") standards.

3.6 Accessibility.

- (a) Contractor shall provide a solution that complies with the Web Content Accessibility Guidelines (WCAG 2.0 AA) developed through the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) which provides web accessibility guidelines, technical specifications, and educational resources to help make the web accessible to all.
- (b) Contractor shall use the Voluntary Product Accessibility Template (VPAT) to complete and submit to the City a completed Accessibility Conformance Report (ACR). VPAT is a template containing information regarding how an information and communications technology product or service conforms with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)). Section 508 provides guidelines for rendering ICT accessible to, and therefore usable by, people with disabilities. The current VPAT has expanded to include the U.S. Revised Section 508, European EN 301 549, and WCAG standards which are required by regulations in many jurisdictions.

3.7 All work performed by Contractor shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Contractor's work not be satisfactory to the Director; however, City shall have no obligation to terminate this Agreement and may withhold payment for any unsatisfactory work.

IV. COMPENSATION TO CONTRACTOR

4.1 In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by Director, of all Services and activities set forth in this Agreement, City agrees to pay Contractor a service fee, to be charged to each customer, based on the following percentage of the total cost of each Suite sold through Contractor's Platform ("Service Fee"):

Priced From	Priced To	Service Fee
\$0.01	\$10.00	10.00%
\$10.01	\$20.00	8.00%
\$20.01	\$40.00	7.00%
\$40.01	\$60.00	6.00%
\$60.01	\$100.00	5.00%
\$100.01	\$300.00	4.00%
\$300.01	<	3.00%

4.2 Each customer shall be charged a 3% credit card fee on the entire amount of each Suite purchase, including the Service Fee.

4.3 No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by the City. The Parties agree that all compensable expenses of Contractor have been provided for in the total payment to Contractor as specified in Section 4.1 above. Total payments to Contractor cannot exceed the amount set forth in Section 4.1 above, without prior approval and agreement of all Parties, evidenced by written amendment and executed by the Parties.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor.

5.2 Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

5.3 Contractor retains all ownership and copyright interest in its Platform. City retains all ownership in any branding supplied to Contractor for use in the Platform.

VI. RECORDS RETENTION

6.1 Contractor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal, and the retention period established in this Agreement, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Contractor shall retain any and all documents produced as a result of services provided under this Agreement for a period of four (4) years ("retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return said documents to City prior to or at the conclusion of said retention.

6.3 Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced in this Agreement. Contractor understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by City upon thirty (30) calendar days written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XI. Assignment and Subcontracting.

7.3.2 Bankruptcy or selling substantially all of company's assets.

7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this Section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Section 8. Notice, to cure such default. If Contractor fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Failing to perform or failing to comply with any required covenant.

7.4.2 Performing unsatisfactorily as determined by the Director.

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties under this Agreement, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Section 6 Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a Waiver by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default or other action.

VIII. NOTICE

8.1 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
Attn: Patricia Muzquiz Cantor, Director
Convention and Sports Facilities
900 E. Market
San Antonio, TX 78205

If intended for Contractor, to:

FriendlySky, LLC
Michael Huber, Lead Account Representative
3143 Cavendish Drive
Los Angeles, CA 90064

IX. INSURANCE

9.1 No later than 30 days before the scheduled event, Contractor must provide a completed Certificate(s) of Insurance to City's Convention and Sports Facilities Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (City will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Convention and Sports Facilities Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

9.2 If City does not receive copies of insurance endorsement, then by executing this Agreement, Contractor certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for Contractor's activities under this Agreement.

City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

9.3 Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If Contractor claims to be self-insured, they must provide a copy of their declaration page so City can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability *g. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate
4. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.

9.4 Contractor must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Contractor and provide a certificate of insurance and endorsement that names Contractor and City as additional insureds. Contractor shall provide City with subcontractor certificates and endorsements before the subcontractor starts work.

9.5 If a loss results in litigation, then City is entitled, upon request and without expense to City, to receive copies of the policies, declaration page and all endorsements. Contractor must comply with such requests within 10 days by submitting the requested insurance documents to City at the following address:

City of San Antonio
Attn: Convention and Sports Facility Department
P.O. Box 839966
San Antonio, Texas 78283-3966

9.6 Contractor's insurance policies must contain or be endorsed to contain the following provisions:

- Name City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or

on behalf of, the named insured performed under contract with City. The endorsement requirement is not applicable for workers' compensation and professional liability policies.

- Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
- Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

9.7 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.8 In addition to any other remedies City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order Contractor to stop work and/or withhold any payment(s) which become due to Contractor under this Agreement until Contractor demonstrates compliance with requirements.

9.9 Nothing contained in this Agreement shall be construed as limiting the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

9.10 Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

9.11 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

9.12 Contractor and any subcontractors are responsible for all damage to their own equipment and/or property result from their own negligence.

X. INDEMNITY

10.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings,

actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, including loss or theft of customer's data, made upon CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.** In addition, CONTRACTOR agrees to INDEMNIFY, DEFEND, AND HOLD CITY HARMLESS from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

10.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this Agreement and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this Article.

10.3 Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONTRACTOR shall retain CITY-approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Agreement. If CONTRACTOR fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

10.4 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Contractor intends to perform all the work under this Agreement. The use of any subcontractors shall be approved by City in writing prior to the provision of any services by said subcontractor.

11.3 Any work or services approved for subcontracting shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by City.

11.4 Except as otherwise stated in this Agreement, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the written consent of City. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. A violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

12.1 Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed under this Agreement and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The

Parties understand and agree that City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Contractor under this Agreement and that Contractor has no authority to bind City.

XIII. Intentionally deleted

XIV. CONFLICT OF INTEREST

14.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns
 - (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

14.2 Contractor warrants and certifies as follows:

- (i) Contractor and its officers, employees and agents are neither officers nor employees of City.
- (ii) Contractor has tendered to the City a Contracts Disclosure Statement in compliance with City’s Ethics Code.

14.3 Contractor acknowledges that City’s reliance on the above warranties and certifications is reasonable.

XV. AMENDMENTS

15.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Contractor, and subject to approval by the City Council, as evidenced by passage of an ordinance, when required.

XVI. SEVERABILITY

16.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained in this Agreement; it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVII. LICENSES/CERTIFICATIONS

17.1 Contractor warrants and certifies that Contractor and any other person designated to provide services has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided under this Agreement.

XVIII. COMPLIANCE

18.1 Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

18.2 Non-Discrimination. As a Party to this Agreement, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established in this Agreement.

18.3 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with City, Contractor verifies that it does not boycott Israel, and will not boycott Israel during the term of this Agreement. City relies on Company's verification. If found to be false, City may terminate this Agreement for material breach.

XIX. NONWAIVER OF PERFORMANCE

19.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee contained in this Agreement. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged, as set forth in Article XV. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party under this Agreement or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved.

XX. LAW APPLICABLE

20.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

20.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXI. LEGAL AUTHORITY

21.1 The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations contained in this Agreement.

XXII. PARTIES BOUND

22.1 This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for in this Agreement.

XXIII. CAPTIONS

23.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIV. ENTIRE AGREEMENT

24.1 This Agreement and its Exhibits constitute the final and entire agreement between the Parties and contain 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, unless same be in writing, dated subsequent to the effective date, and duly executed by the Parties, in accordance with Article XV. Amendments.

EXECUTED and **AGREED** to take effect on the Effective Date.

CITY:
CITY OF SAN ANTONIO

CONTRACTOR:
FRIENDLYSKY, LLC

Patricia Muzquiz Cantor
Director, Convention and Sports Facilities

Ian Chalmers

[Ian Chalmers \(Feb 2, 2023 15:31 PST\)](#)

Ian Chalmers
CEO

Approved as to Form:

City Attorney

Exhibit I: Contractor's Executive Summary

Exhibit II: Contractor's Response to City's Request for Proposals Attachment A, Part Three

Exhibit III: Contractor's Response to City's Request for Proposals Requirements Matrix

EXHIBIT I

REQUEST FOR PROPOSAL-AUTOMATED SUITE SALES FOR THE ALAMODOME

(RFP 22-092; RFx 6100015655)

EXECUTIVE SUMMARY

FriendlySky Overview

FriendlySky is a white label technology platform that helps our clients sell their products (suites, premium tickets, hospitality, merchandise, and more) either sold standalone, packaged with other items or as upsells, all under the client's brand and direct to their buyers.

FriendlySky was formed in 2019 and currently has over 100 active white label platforms online. Clients range from teams, artists, venues, festivals, fairs and more including: the Valero Alamo Bowl, Jacksonville Jaguars, Feld Entertainment, Cody Johnson, Sheryl Crow, Wynonna, Creed Fisher, Orange Bowl, Independence Bowl, and Liberty Bowl.

FriendlySky's team of veteran industry executives have 25+ years of major event experience as the "Official Ticket, Hospitality and Travel Partner" for some of the world's largest events including the NFL Super Bowl, NCAA Final Four, Rose Bowl and FIFA World Cup.

Problem Summary

CSF is in need of a user friendly, easily configurable and streamlined solution to help the CSF fill the capacity of the Alamodome's suites during major sporting and other events. The use of an effective and standardize tool for selling suite rentals would enable the Alamodome to better meet the needs of the customers for these sponsored suites.

The software solution needs to allow Public Buyers to:

- View suite space availability by event in real time
- Reserve suites for specific events
- Request catering or other specialized services as needed
- Make payments or down payments as required

The software solution needs to allow Corporate Sponsors to:

- View suite space availability by event in real time
- Reserve suites for specific times and dates for events
- Request catering or other specialized services as needed
- Make payments or down payments as required

The software solution needs to allow Alamodome Event Staff to:

- Post available dates and spaces for rent
- Schedule content
- Save drafts of developing content
- Allow role-based permissions for different access by department members
- Have a calendar view of event dates
- Access detailed reporting and analytics for each event
- Schedule content in bulk
- Have a master inbox that allows team members to be able to reply and address all questions through a single stream.
- Communicate directly with Corporate Sponsors through the management tool.

Solution Summary

FriendlySky will provide the Alamodome with their own white label technology platform that will allow the Alamodome to manage and sell their suites to corporate sponsors and the general public. The platform will also allow the Alamodome to sell other items and packages, all under the Alamodome brand, direct to buyers.


FriendlySky's white label platform will fulfill all of the requirements listed in the problem summary section above and also listed in the Requirements Matrix (Attachment E). FriendlySky's platform includes the following features for the Alamodome.

- Technology
 - White Label Platform - A fully branded, mobile first integrated white label ecommerce solution to sell Alamodome suites in real time, online.
 - Email Communications - Branded customer emails (order confirmations, event updates, messaging & white label customer service support on your behalf)
 - Interactive Seating Charts - Fully customized interactive seating charts with view from suite capability
 - Product Packaging - Ability to sell any product by itself, packaged with other products or sold as upsells including suite catering, parking, VIP experiences, hospitality, and more.
 - Reporting & Dashboard - Access to real time data including customer and order information, sales & ticket reports, & additional customized reports upon request
 - Payments - Ability to accept full or deposit payments from buyers via all major credit cards, PayPal, and Venmo with Google Pay and Apple Pay close to launching
 - Technology Updates- Access to all new FS technology enhancements and updates as developed for no additional cost.
- Client Support
 - Event Management - FS will build all events & products with descriptions, images, pricing, inventory quantities, view from suite and more on behalf of the Alamodome and make them available on the branded, white label platform
 - Customer Service and Fulfillment - Full customer support throughout the e-commerce & fulfillment processes.
 - Client Support & Training- Dedicated account manager and product manager team to help with implementation, integration, event builds, training and continued support.
 - Documentation Access - 24/7 access to FS online knowledge base documentation


Provided that the Alamodome provides all necessary product details, images, pricing and event information to FriendlySky, the Alamodome's white label platform would be operational within 10 business days or less.

Visual Examples

1. White label e-commerce solution with capability to include multiple images and descriptions to help buyers visualize the suites for sale.



2022 VALERO ALAMO BOWL
DECEMBER 29, 2022
ALAMODOME, SAN ANTONIO, TX




2022 Valero Alamo Bowl Suite Experiences

- Suite tickets and standing room only (choose your suite size and location on the next page)
- 4 Premiered Alamodome parking passes
- 15 Game Pre-game
- Recognition of your company on the videowall during the game for a full hour received by December 2
- Complimentary invite to Fall partner networking mixer
- D1 count available for multi-year buyers


6

||||| \$6,250.00



Support

2. Interactive Seating Map with View From Seat Capability



2022 Valero Alamo Bowl
December 29, 2022
Alamodome, San Antonio, TX

SUITE 43
Adult \$12,000.00

SUITE 28 \$6,250.00 **SELECT**

22 Person Suite (16 Tickets plus 6 SR0) - Endzone

SUITE 31 \$6,250.00 **SELECT**

22 Person Suite (16 Tickets plus 6 SR0) - Endzone

SUITE 32 \$6,250.00 **mm**

22 Person Suite (16 Tickets plus 6 SR0) - Endzone

SUITE 52 \$6,250.00 **mm**

21 Person Suite (16 Tickets plus 6 SR0) - Endzone

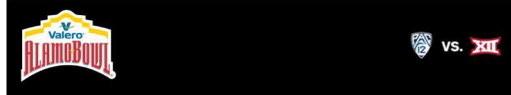
SUITE 26 \$6,500.00 **mm**

22 Person Suite (16 Tickets plus 6 SR0) - Endzone

3. Upsell capabilities to sell additional items prior to checking out (catering, experiences, hospitality, parking, etc).



4. Branded emails (booking confirmation, event updates, and more)



ORDER INFORMATION

Your order number is: VAB000108

Customer

John R. Bridge

YOUR ORDER INCLUDES THE FOLLOWING ITEM(S)

2022 Valero Alamo Bowl
Alamodome
San Antonio, TX
Thu, Dec 29, 2022

Valero Alamo Bowl Suite

Qty, 1

- ★ Suite 14
- * Preferred Alamodome Parking Passes Qty 4
- * Game Programs Qty 15

Additional Package Details:

- Suite tickets and 6 standing room only (choose your suite size and location on the next page)
- 4 Preferred Alamodome parking passes
- 15 Game Programs
- Recognition of your company on the videowalls during the game for suites reserved by December 2
- Complimentary invitations to Fall partner networking mixers
- Discounts available for multi-year buyers

TOTAL	\$14,725.00	PAID
PAID	\$14,725.00	
BALANCE	\$0.00	

On behalf of the non-profit Valero Alamo Bowl, thank you for your purchase.

You will receive follow up email in mid December with your event details and information.

[Review the Clear Bag policy here.](#)

For Alamodome parking and other questions, please [click here](#) for the FAQ.

If you have any questions, please email premium@alamobowl.com or call (210) 704-6388.

To stay updated on the latest Valero Alamo Bowl news, please follow us on [Twitter](#) and [Instagram](#)

EXHIBIT II

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items:

A. Executive Summary- Maximum five pages in length. The Respondent shall outline in narrative form its understanding and ability to provide the solution and perform the services as outlined in Section 4, Scope of Work, including summarizing the proposed solution and approach and highlighting relevant experience and staff qualifications.

Provided as separate document

B. Proposed Solution.

1. The Respondent shall describe the proposed solution to provide an all-encompassing marketing solution as specified in Section 4 and in the Requirements Matrix (Attachment E). Provide a narrative response to the following items:

a. Describe the process for completing review and procurement of advertised space. Respondent can provide diagrams, tables, etc. to describe the proposed solution.

- *FriendlySky provides an event onboarding form to the Alamodome to fill out and return.*
- *Alamodome returns event onboarding form and any approved images to FriendlySky*
- *If all details and images have been received, FriendlySky will commence event and product builds and turn around the final product for review no more than 48 hours later*
- *Alamodome will review and approve all products prior to onsole/ launch.*

b. Describe the capabilities of the proposed EPR solution and how they meet the City's requirements.

FriendlySky Software Capabilities and how they meet the City's requirements as detailed in the Attachment E - Requirement Traceability Matrix.

- *White Label Platform -A fully branded, mobile first integrated white label ecommerce solution to view and purchase available suites in real time.*
 - *Alamodome's requirements fulfilled:*
 - View suite space availability by event in real time*
 - Reserve suites for specific events*
 - Request catering or other specialized services as needed*
 - Have a calendar view of event dates*
 - Make payments or down payments as required*
 - Deploy a public facing portal where the public can search on their own*
- *Product Management-ability to update inventory availability, pricing and product details in real time.*
 - *Alamodome's requirements fulfilled:*
 - Post available dates and spaces for rent*
 - Save drafts of developing content*
 - Apply role-based permissions for different access by department members*
- *Interactive Seating Charts - Fully customized interactive seating charts with view from suite capability*

- *Alamodome's requirements fulfilled:*
View suite space availability by event in real time
- *Product Packaging I Upsells -Ability to sell any product by itself, packaged with other products or sold as upsells including suite catering, parking, VIP experiences, hospitality, and more.*
 - *Alamodome's requirements fulfilled:*
Request catering or other specialized services as needed
- *Reporting & Dashboard -Access to real time data including customer and order information, sales & ticket reports, & additional customized reports upon request*
 - *Alamodome's requirements:*
Access detailed reporting and analytics for each event
Access to detailed reporting and analytics for each social media platform that also provides cross-network reporting (For example, cross-network reporting combines all impressions across Facebook, Twitter, Instagram, and LinkedIn under one)
Keyword and timeframe searches
Manage the enterprise tool as an administrator
- *Payments -Ability to accept full or deposit payments from buyers via all major credit cards, PayPal, and Venmo with Google Pay and Apple Pay close to launching*
 - *Alamodome's requirements:*
Make payments or down payments as required

Additional FriendlySky Capabilities I Features:

- *Mobile Tickets & Access Management (if applicable)-FriendlySky's platform provides mobile QR code tickets for suite purchases as well as our scanning application if the Alamodome wishes to go mobile fulfillment for their suites inventory)*
- *Technology Updates -Access to all new FS technology enhancements and updates as developed for no additional cost.*
- *Email Communications - Branded customer emails (order confirmations, event updates, messaging & white label customer service support on your behalf)*

2. Provide a narrative response to the following items.

- a. Describe the integration between solution and the Alamodome/CSF personnel. The description should include, but not be limited to, the integration of workflow details, workflow status and workflow assignments. What functionality is delivered without customization and what will require development as part of the project?

Website Integration - FriendlySky will build and host the platform for the Alamodome. FriendlySky will need assistance mapping the url to a subdomain of alamodome.com website. Examples of subdomain options could be experiences.alamodome.com or premium.alamodome.com or suites.alamodome.com. To integrate I map the platform to the Alamodome's website, FriendlySky will provide the Alamodome with two (2) DNS CNAME records and will request those records be added to the DNS settings for Alamodome.com. Once the subdomain integration is complete, FriendlySky can handle the rest, including event and product builds, inventory updates, pricing updates and customer purchase assistance.

New Event Build Work Flow - FriendlySky will provide the Alamodome with an event onboarding documentation that should be filled out and returned to FriendlySky for each event in order to commence the event build and onsale launch. FriendlySky will begin work on the event build as soon as we have received all required information and launch the event in no more than 48 hours after submission.

FriendlySky software platform can handle almost all other required and desired capabilities from Attachment E Requirement Traceability Matrix. The only functionality we foresee needing to develop if it's absolutely necessary for the Alamodome's platform would be:

- Automated Content Scheduling Functionality: Currently, FriendlySky's staff can work with the Alamodome team to build the content and assist with a bulk content uploads manually. If the Alamodome is looking for an automated functionality in this case however, we will need to discuss development.*
- Master Inbox / Customer Communication Tool: Currently, only outgoing messages can be sent within the platform. All FriendlySky clients communicate with buyers via their own email system. FriendlySky can direct customer inquiries to that master inbox if requested so that all messages are on one single stream.*

3. The Respondent shall specify how the proposed solution meets the City's requirements by completing Attachment E of the RFP. Additionally, the Respondent has the option to provide **additional** details/explanation for any of the requirements by listing the requirement number and the explanation in this section.

Attachment E completed

4. The Respondent should describe the pricing structure of their product without providing the actual cost in this section (i.e. is proposed solution based on a subscription, annual fee, cost per page, cost per user/license, etc.). Are there any future costs for maintenance or subscriptions? Do not provide cost (provide cost in price schedule only). In this section only provide licensing and support cost structure.

The pricing structure for the FriendlySky software solution is a service fee model. The service fee can either be charged to the buyer at checkout or included in the price of the products.

There are no licensing or support costs to use the software solution. FriendlySky only receives revenue when the Alamodome sells a suite or other product/ package online through the software solution.

C. Project Approach, Methodology and Timeline. Provide a narrative response to the following items:
The Respondent is required to work with the existing project team

a. What is the plan and approach for providing each of the services as requested in Section 4? For part of the implementation, the Respondent should identify the major tasks to be performed and who is responsible for the task.

- 1. Website Integration - FriendlySky will build and host the platform on its servers and map it to a subdomain on Alamodome.com (Examples of subdomain options could be experiences.alamodome.com or premium.alamodome.com or suites.alamodome.com). To integrate I map the platform to the Alamodome's website:*

- a. *FriendlySky's Responsibility: provide the Alamodome with two (2) DNS CNAME records*
 - b. *Alamodome's Responsibility: Adding the two provided DNS records to olamodome.com's DNS settings.*
2. *Platform Design -FriendlySky can mirror the look and feel of the platform to the Alamodome's website so that the consumer purchase flow is as fluid as possible.*
 - a. *FriendlySky's Responsibility: fully design the white label platform per the specs and guidance from the Alamodome*
 - b. *Alamodome's Responsibility:*
 - i. *provide any guidance, design requirements, and/or approved images and content to use.*
 - ii. *Approve final look and feel of platform prior to launch/ onsale*
3. *Payment Processing Integration - FriendlySky will use the Alamodome's merchant account for all purchases on the platform so that all money goes directly to the Alamodome's bank account.*
 - a. *FriendlySky's Responsibility:*
 - i. *Integrate with the Alamodome's payment processor system*
 - ii. *Test the purchase process prior to going live*
 - b. *Alamodome's Responsibility:*
 - i. *Provide FriendlySky with the details of the Alamodome's payment processing partner and the payment gateway that they use for online purchases.*
 - ii. *Confirm the integration completion prior to going live.*
4. *Customer Communication & Site Purchase Details: Alamodome will provide the email content, terms & conditions, privacy policy, etc. content that they would like presented and communicated on their platform to buyers.*
 - a. *FriendlySky's Responsibility: Take the content provided by the Alamodome and put it on the platform prior to launching*
 - b. *Alamodome's Responsibility:*
 - i. *Provide all content for email communications, terms & conditions, etc.*
 - ii. *Approve final look and feel prior to launch I onsale*
5. *Product & Event Builds - FriendlySky will provide the Alamodome with an event onboarding documentation that should be filled out and returned to FriendlySky.*
 - a. *FriendlySky Responsibility:*
 - i. *Deliver event onboarding document to Alamodome*
 - ii. *Build events and products once document, images and logos have been received*
 - iii. *Launch new event within the deadline requirements of the Alamodome.*
 - b. *Alamodome's Responsibility:*
 - i. *Return event onboarding document to the Alamodome.*
 - ii. *Provide approved images of products to be sold or managed.*
 - iii. *Approve the events and products prior to launch I onsale*
6. *Product Fulfillment Details -Alamodome will need to provide FriendlySky with details on how they plan on fulfilling each product that they sell on the platform to ensure the end user has as much information as possible about their order.*
 - a. *FriendlySky Responsibility: communicate the fulfillment details of each product to all customers that have purchased on the platform.*
 - b. *Alamodome Responsibility: provide details by product on how they plan on fulfilling to the end user.*

b. Please provide a high-level work plan demonstrating the relationship between the work to be performed, the deliverables to be provided, and the phasing/timeline recommended in your approach.

Timeline: As long as FriendlySky receives all details below from Alamodome, we foresee launch of the program in approximately 10 business days unless delays arise from payment processing integration steps.

1. *Step 1 - Platform Design & Subdomain Integration*
 - a. *Subdomain Integration - mapping the platform to a subdomain of the Alamodome's choice (i.e. experiences.alamodome.com, premium.alamodome.com, suites.alamodome.com).*
 - b. *Platform Design - design the platform's look and feel and color scheme based on guidance by the Alamodome.*
 - c. *Deliverable: Alamodome white label ecommerce platform fully branded and integrated to alamodome.com*
2. *Step 2 - Payment Processing Integration*
 - a. *We will use the Alamodome's payment processing I gateway accounts for all purchases on the platform.*
 - b. *Deliverable -All revenue collected on any products sold will go directly to the Alamodome's bank account.*
3. *Step 3 - Customer Communication & Site Purchase Details*
 - a. *Alamodome will provide the email content, terms & conditions, privacy policy, etc. content that they would like presented and communicated on their platform to buyers.*
 - b. *Deliverable - approved content to be communicated to buyers upon purchase, prior to events (know before you go emails), and during the purchase process.*
4. *Step 4 - Product & Event Builds*
 - a. *Alamodome will provide all details and images for each event and product they want to sell on the platform*
 - b. *Deliverable: FriendlySky will build all events and products within the deadline requirements of the Alamodome's onsales.*
5. *Step 5 - Product Fulfillment Details*
 - a. *Alamodome will provide all details on how they will fulfill each product they are selling on the platform*
 - b. *Deliverable: fluid consumer process and communication about how they receive the products they purchased.*
6. *Step 6 -Site Launch*
 - a. *Once site, events products and consumer communication tools have been approved by the Alamodome, the Alamodome will link to the platform from their website and any other marketing channels they choose to implement.*

D. Technical Requirements.

Respondent shall provide a solution that will provide the required functionality and will operate either as a software-as-a-service (SaaS) solution operating within ITSD standards.

- a. Describe the Proposed Architectural Solution that will enable and support the Respondent's solution.

1. Architecture Overview

FriendlySky is a SaaS-based delivery platform hosted in Amazon Web Services. All customers receive their own tenant of the FriendlySky platform.

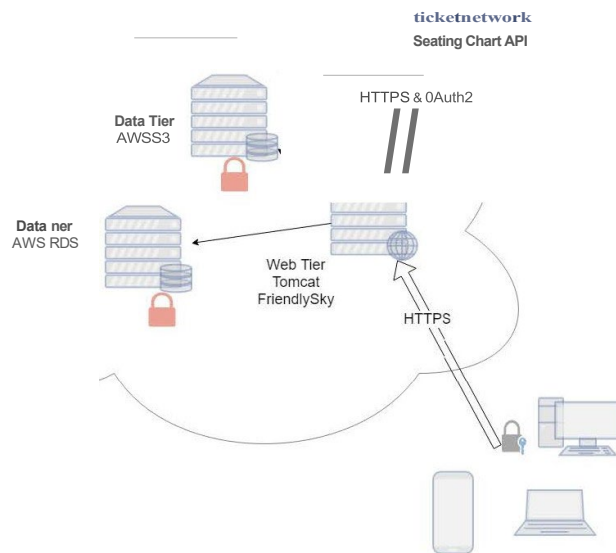
Client data location and data flows are outlined in the diagram below along with the security measures in place to protect this data.

2. Technical Architecture Diagrams

System-Level Security Architecture Diagram

The following diagram identifies the system architecture of the solution, and what security solutions are employed to protect the network and client data.

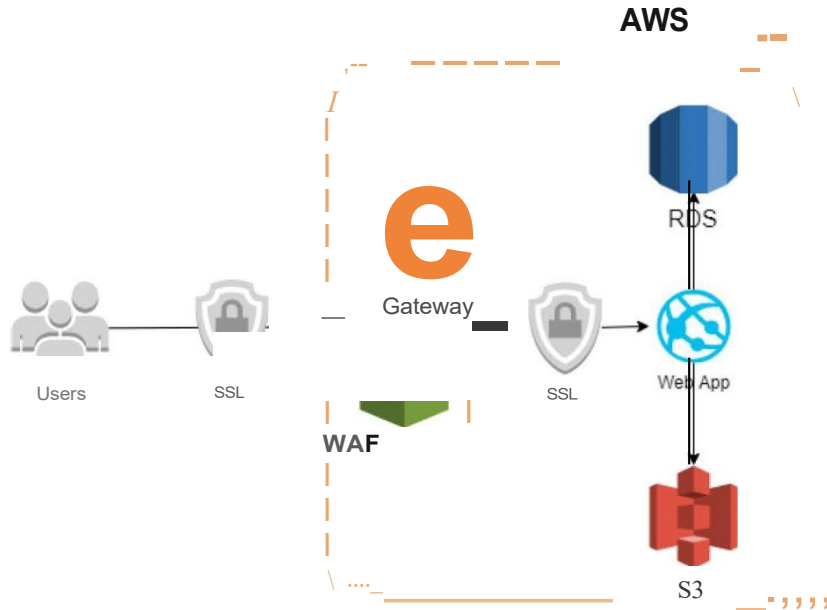
FriendlySky:



Virtual Security Architecture Diagram

The following diagram identifies the virtual design of the solution, including all places where customer data resides, all data flows and how it is secured.

FriendlySky:



3. Third Party Integrations (APIs)

The Company has incorporated into its solution architecture the following third-party solutions that form part of its overall Information Security Program.

Technology	FriendlySky Description
Firewall/Internet Gateway	Company uses the AWS gateway to grant access to systems.
Access Control	Company manages operational access to systems with SSH keys tied to directory permissions.
Encryption - Data at Rest	Company encrypts all customer data at rest with 256-bit AES encryption in the following databases AWS RDS.
Encryption - Data in Motion	Company uses encrypted connections between applications and databases to ensure the security and integrity of data on the wire.
Intrusion Detection/Prevention	N/A
SIEM/ Logging Solutions	N/A
Other Security Products	

3.4 Open-Source Components

The Company utilizes the following open-source packages in its solution.

FriendlySky

Package - Version	License
Springframework boot	Apache-2.0
Redis	BSD
Jackson datatype hibernate	Apache-2.0
Jackson datatype jsr3	Apache-2.0
Gson	Apache-2.0
HikariCP	Apache-2.0
Commons beannotils	Apache-2.0
Json smart	Apache-2.0
NekoHTML	Apache-2.0
Commons lang3	Apache-2.0
Groovy	Apache-2.0
Flywaydb community	Apache-2.0
Jsoup	MIT
Hashids	MIT
Hibernate	LGPL 2.1
Jxls	Apache-2.0
Jxls reader	Apache-2.0
Thymeleaf	Apache-2.0
Supercsv	Apache-2.0

E. Maintenance and Support

The Respondent shall include details regarding licensing structure (perpetual licenses, maintenance & support or subscription). **Note:** Please use the price schedule to provide pricing, do not include actual cost in this section. Provide responses to the following questions:

1. Explain the licensing cost structure, per user, subscription based, volume based, etc.

The pricing structure for the FriendlySky software solution is a service fee model. The service fee can either be charged to the buyer at checkout or included in the price of the products.

There are no licensing or support costs to use the software solution. FriendlySky only receives revenue when the Alamodome sells a suite or other product/ package online through the software solution.

F. Warranty and Post Implementation Support

1. The City requires that *production* technical support be available 24x7, 365 days a year. Please provide the proposed solution for supporting this requirement. Respondent shall provide structure for system administration support of the proposed solution which includes Tier 2 support and resolution of issues - as required - after initial troubleshooting by City IT staff.

FriendlySky is providing the following support.

- *A dedicated account manager available for calls, texts, or emails within reasonable hours*
- *A dedicated product manager available for calls, texts, or emails within reasonable hours*
- *Dedicated technical support via email 24/7, 365 days a year*
- *Access to FriendlySky's AO and ERA as required.*
- *Access to FriendlySky Know/edgebase documentation 24/7, 365 days a year*

2. Respondent shall provide warranty services for 90 days following live, productive use of the system. Respondent shall provide post production application operations, system administration, and maintenance support inclusive of product upgrades, incident and problem management, configuration defect resolution, and assistance prioritizing enhancement releases for City programs that are in production. Describe your post-implementation warranty.

FriendlySky's warrants that the Software will properly operate in accordance with the Alamodome's agreement on the hardware and operating system, and FriendlySky will not include any malicious code within the Software designed to disrupt or otherwise impair the operation of any Alamodome (User) systems or networks. FriendlySky does not warrant that operation of the software will be error free.

FriendlySky's obligation is to attempt to correct any material error or defect in the Software. Such error correction and assistance will be provided as expeditiously as reasonably possible. This warranty does not apply to problems arising from (i) User's alteration, modification, or misuse of the Software; (ii) the malfunction of User's equipment, operating system, or software not supplied by FriendlySky; or (iii) attempts to use the Software in a manner or purpose for which it was not intended.

3. Respondent will incorporate a transition and knowledge transfer program culminating with the transition of production support to City Technical Staff. Describe your transition plan and knowledge transfer plan. Include system administrative training that will be provided.

FriendlySky will provide the same level of support and service to the City Technical Staff as it will provide to all other staff requiring support with the platform.

- *A dedicated account manager available for calls, texts, or emails within reasonable hours*
- *A dedicated product manager available for calls, texts, or emails within reasonable hours*
- *Dedicated technical support via email 24/7, 365 days a year*
- *Access to FriendlySky's CEO and ERA as required.*

- Access to FriendlySky Knowledgebase documentation 24/7, 365 days a year

4. Respondent will incorporate a knowledge transfer plan to a designated amount of subject matter experts (end users) culminating with the transition of product functionality knowledge to City Functional Staff. Describe your knowledge transfer plan. Include subject matter expert training that will be provided.

FriendlySky will provide the same level of support and service to the City Functional Staff as it will provide to all other staff requiring support with the platform.

- *A dedicated account manager and product manager available for calls, texts, or emails within reasonable hours*
 - Product builds and updates*
 - Event builds and updates*
 - Marketing Analytics and Reporting*
 - Customer communication tools*
 - SEO tools*
 - Detailed product and package builds*
- *Dedicated technical support via email 24/7, 365 days a year*
- *Access to FriendlySky's CEO and CROs required.*
- *Access to FriendlySky Knowledgebase documentation 24/7, 365 days a year*

EXHIBIT III

[illegible]


Automated Suite Sales PSA (2-1-23)

Final Audit Report

2023-02-02

Created:	2023-02-02
By:	Michael Huber (michael.huber@friendlysky.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9X-ZayGZh16byolpczJ8rQccTJfqbm5


"Automated Suite Sales PSA (2-1-23)" History

 Document created by Michael Huber (michael.huber@friendlysky.com)

2023-02-02 - 11:27:56 PM GMT

 Document emailed to ian@friendlysky.com for signature


2023-02-02 - 11:28:04 PM GMT

 Email viewed by ian@friendlysky.com

2023-02-02 - 11:31:24 PM GMT

 Signer ian@friendlysky.com entered name at signing as Ian Chalmers

2023-02-02 - 11:31:38 PM GMT

 Document e-signed by Ian Chalmers (ian@friendlysky.com)

Signature Date: 2023-02-02 - 11:31:40 PM GMT - Time Source: server

 Agreement completed.

2023-02-02 - 11:31:40 PM GMT