

**EXHIBIT B**  
**AUTHORIZATION OF CHANGE IN SERVICE**

CONTRACT NUMBER / CONTRACT NAME:	218-029 Tourism Campaign	
CITY REPRESENTATIVE:	Yvonne Palacios / Charlotte Wattigny	
CONTRACTOR:	Trip Advisor	
CONTRACT EFFECTIVE DATE:	October 2, 2019	
THIS AUTHORIZATION DATE:		AUTHORIZATION NO.: 3

**DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:**

**Add funds for 2019-2020 Internet Advertising within TX, OK, AR, LA and Mexico  
October 1, 2019 through September 31, 2020**

Original Contract Amount:	32,858.21	
Previous Increases/Decreases in Contact Amount:	39,450.00	Over \$50k approved by council 2018-190R
This Increase/Decrease in Contract Amount:	55,000.00	
Revised Contract Amount:	128,308.21	

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Full Name / Title (if not in individual capacity)

**CITY:**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

***Bert Lumbreras***  
\_\_\_\_\_  
Print Name

***City Manager***  
\_\_\_\_\_  
Title

***City Department Use Only Below This Line (PM, etc.).***

Account Number(s):	Amount	Date
#12024224.53110	\$55,000	
#		
#		



know better book better go better

#### CONTRACT INFORMATION

Advertiser:	San Marcos TX US
Campaign:	San Marcos 2019/-20
Proposal ID:	21515
Opportunity ID:	0061Y00000pTlBJQAS
Agency:	
Sales Person:	Kristen Bonner
Sales Planner:	Filipe de Almeida
Ad Operations:	Maria Eugenia Casco

#### ORDER SUMMARY

Total Video Plays:	
Total Impressions:	2156917
Total Net Cost:	\$55,000.00
Net eCPM:	\$25.50
Proposal Currency:	United States Dollar
Order Start Date:	October 1, 2019
Order End Date:	September 30, 2020
Date	September 24, 2019

#### NOTES

The terms of this Insertion Order are subject to the TripAdvisor Internet Advertising Insertion Order Terms and Conditions (N/A) which is incorporated herein by reference and can also be found at:

<http://www.tripadvisor.com/pages/otermso42814.html>

The TripAdvisor Internet Advertising Insertion Order Terms and Conditions will take precedence over the commercial terms herein, in case of any conflict, except for alternate (a) payment or (b) cancellation language.

All audience extension advertisements which are identified on this IO, shall be subject to the IAB 3.0 terms and conditions and Advertiser hereby authorizes TripAdvisor to act as its Agency as contemplated therein.

ALL INVENTORY IS SUBJECT TO AVAILABILITY & CANNOT BE RESERVED UNTIL A SIGNED IO IS RECEIVED.

THIS INSERTION ORDER EXPIRES ONCE THE START DATE HAS PASSED. PLEASE REACH OUT TO YOUR SALES REP FOR AN UPDATED INSERTION ORDER IF THE START DATE IS NO LONGER CURRENT.

#### CREATIVE SPECIFICATIONS

- Link to Online Creative Specs: [http://www.tripadvisor.com/pages/ad\\_specs.html](http://www.tripadvisor.com/pages/ad_specs.html)
- Creative Spec Highlights
  - TripAdvisor requires all creative and tracking links to be SSL compliant (secure, https).
  - All 3rd party tags (including Rich Media)
  - All impression trackers
  - Any elements being referenced from .swf files, if any (ie: xml files for dynamic data, etc.)
- TripAdvisor does not restrict any colors within advertisements however creative could be rejected if it seems to mimic the colors, functionality, content, and look/feel of TripAdvisor site or brand.
- Advertisers may not use the words "trip", "advisor", or "advice" in a way that capitalizes on the TripAdvisor name or brand.
- Third party ad-serving fees will either be paid by the advertiser/agency directly or added to the CPM fees charged by TripAdvisor.
- Booking widgets are not permitted.
- Any use of the TripAdvisor logo within creative must be approved.
- Creative swapping is not allowed when using a third party vendor unless the creative has been pre-approved.
- TripAdvisor must be notified of any creative changes. Any creative which does not meet TripAdvisor's specs will cause a campaign to be pulled immediately.

Placement	Ad Name Comments	Size	Start Date	End Date	Rate	Cost Type	Contracted Impressions	Total Cost
USA								
TA San Marcos Destination Sponsorship on .COM		300x250 OR 300x600	10/1/2019	9/30/2020	\$7,000.00	Fixed Subscription	100% SOV	\$7,000.00
TA Texas Pages   TX, OK, AR, LA IPs		300x250;300x600;728x90;320x50	11/1/2019	2/29/2020	\$22.00	CPM	340,909	\$7,500.00
TA Texas Pages   TX, OK, AR, LA IPs		300x250;300x600;728x90;320x50	8/1/2020	9/30/2020	\$22.00	CPM	227,273	\$5,000.00
TA Texas Pages   Houston, DFW, Waco, Corpus Christi IPs		300x250;300x600;728x90;320x50	10/1/2019	4/30/2020	\$23.00	CPM	347,826	\$8,000.00
TA San Antonio and Austin Pages   US IPs		300x250;300x600;728x90;320x50	3/1/2020	6/30/2020	\$22.00	CPM	340,909	\$7,500.00
TA Texas Content   Native External   TX, OK, AR, LA IPs	Custom		6/1/2020	8/31/2020	\$22.00	CPM	227,272	\$5,000.00
Mexico								
TA Texas Pages   MX IPs		300x250;300x600;728x90;320x50	10/1/2019	12/31/2019	\$22.00	CPM	190,000	\$4,180.00
TA Texas Pages   MX IPs		300x250;300x600;728x90;320x50	3/1/2020	4/30/2020	\$22.00	CPM	182,728	\$4,020.00

TA Texas Pages   MX IPs + Shopper Traveller	300x250;300x600;728x90;320x50	10/1/2019	12/31/2019	\$23.00	CPM	150,000	\$3,450.00
TA Texas Pages   MX IPs + Shopper Traveller	300x250;300x600;728x90;320x50	3/1/2020	4/30/2020	\$23.00	CPM	100,000	\$2,300.00
TA Texas Content   Native External   MX IPs	Custom	10/1/2019	12/31/2019	\$21.00	CPM	30,000	\$630.00
TA Texas Content   Native External   MX IPs	Custom	3/1/2020	4/30/2020	\$21.00	CPM	20,000	\$420.00
<b>Totals:</b>						2,156,917	\$55,000.00

## TRIPADVISOR MEDIA GROUP INTERNET ADVERTISING INSERTION ORDER TERMS AND CONDITIONS AMERICAS

- 1 **Description of Service.** Except as otherwise provided in Sections 2, 3 and 4 of these TripAdvisor Media Group Internet Advertising Insertion Order Terms and Conditions (referred to as the "Agreement", "IO", or "Terms & Conditions"), TripAdvisor shall display the advertisement(s) beginning on the Start Date and ending on the sooner of (a) the End Date or (b) the end date that the overall sum of the total cost per click charges, impression levels, or flight duration commitments stipulated in the TripAdvisor Schedule Detail page of the Insertion Order reach the net amount of advertising purchased. TripAdvisor shall use good faith efforts to deliver the desired number of click-throughs or impressions within the time period stated, but shall not be liable at all for failing to do so.
- 2 **Insertion Order Rules.** All requests by Customer for advertising on TripAdvisor's, or its Affiliates' web sites and/or newsletters, are governed by these Terms and Conditions. For each advertising request, Customer shall complete and submit to TripAdvisor an Insertion Order ("IO"). Each IO shall be signed by Customer and TripAdvisor and numbered with an individual IO number. Upon mutual written consent and approval (which may occur via email), the Parties may make changes to the non-financial details of an advertising campaign previously set forth in an executed IO (e.g., changes to the placement description, creative unit, start/end dates and number of ad requests). No other conditions, provisions, or terms of any sort appearing in any writings or other communications made in connection with such IOs, including without limitation those contained on or accompanying checks or other forms of payment, will be binding on TripAdvisor, whether in conflict with or in addition to these Terms and Conditions. Any IO's which quote rates which vary from the rates offered by TripAdvisor will not be binding on TripAdvisor, and will be deemed requests for advertising at TripAdvisor then-current rates unless signed by both parties. IO's are binding on Customer and not subject to cancellation, except as provided below under Section 6. Customer will use TripAdvisor services in accordance with applicable law and in a manner which does not interfere with, disturb, or disrupt other network users, services, or equipment, as determined by TripAdvisor in its sole discretion. Each IO shall specify the types and amount of inventory to be delivered (e.g., impressions, clicks, or other desired actions as the "Deliverables"), the price for such Deliverables, the maximum amount of money to be spent pursuant to the IO (if applicable), the start and end date of the campaign, if applicable.
- 3 **Advertisements.** TripAdvisor reserves the right, without liability, to reject, remove and/or cancel any ads which contain content or links which do not meet TripAdvisor's advertising specifications, at TripAdvisor's sole discretion. TripAdvisor's sole liability under this Section shall be to refund the pro-rata portion of amounts paid for the unfulfilled advertising term, if any. TripAdvisor may redesign its site at its sole discretion at any time.
  - (a) Customer hereby grants TripAdvisor the right to display its advertisement(s) on both the TripAdvisor Media Group branded Web sites, partner web sites, and emails that are related to the TripAdvisor Media Group, as defined at [http://www.tripadvisor.com/pages/about\\_us.html](http://www.tripadvisor.com/pages/about_us.html). Failure by TripAdvisor to publish any requested advertisement does not constitute a breach of contract or otherwise entitle Customer to any legal remedy.
  - (b) Customer's failure to comply with all applicable requirements of the Advertising Specifications may delay or prevent delivery of the advertisements and shall give TripAdvisor the right to immediately terminate the applicable IO.
  - (c) Customer shall be solely responsible for the content of its advertisements and any web site linked to from such advertisements and shall indemnify TripAdvisor for all loss, costs, and damages in connection with any claims of infringement of any third party rights. Customer represents, warrants and covenants to TripAdvisor that at all times, (a) it is fully authorized to publish the entire contents and subject matter of all requested advertisements (including, without limitation, all text, graphics, URLs, and Internet sites to which URLs are linked); (b) all such materials and Internet sites comply with all applicable laws and regulations and do not violate the rights (including, but not limited to, intellectual property rights) of any third party; (c) it has the full corporate rights, power and authority to enter into this IO and to perform the acts required of it hereunder, and its execution of this IO does not and will not violate any agreement to which it is a Party or by which it is otherwise bound, or any applicable law, rule or regulation; and (d) each such Internet site is controlled by Customer and operated by Customer or its independent contractors, is functional and accessible at all times, and is suitable in all respects to be linked to from the applicable site containing the advertisement.
  - (d) It is the Customer's obligation to submit Advertising Material in accordance with TripAdvisor's then existing advertising criteria or specifications (including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with TripAdvisor's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and material due dates) (collectively "Policies").



- (e) Public Announcements. Customer hereby grants TripAdvisor permission to publicize the fact that it is a client of TripAdvisor in a press release. However, Customer shall not use, display or modify TripAdvisor's trademarks in any manner without the prior written consent of TripAdvisor.

#### 4 Confidentiality and Privacy.

- (a) Confidential Information. The parties agree that the recipient of any confidential or proprietary information of the other party provided or received hereunder, whether identified as being proprietary and/or confidential or which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, will use such confidential information solely for the purposes for which it is provided by the other party; will not disclose such confidential information to any third party; and will protect such confidential information from unauthorized use and disclosure; provided, however, that TripAdvisor may share the confidential or proprietary information that it receives hereunder with its Affiliates. The foregoing obligations will not apply to any (a) information that becomes generally publicly available through no fault of the recipient, (b) information that the recipient obtains from a third party (other than in connection with this Agreement); (c) information that is independently developed or acquired by the recipient; (d) disclosure with the prior written consent of the disclosing party; or (e) disclosures which are required by applicable law. Notwithstanding the foregoing, the recipient may disclose such confidential information if required by any judicial or governmental request, requirement or order; provided that the recipient will take reasonable steps to give the disclosing party sufficient prior notice in order to contest such request, requirement or order. All terms and conditions of this Agreement shall be considered confidential information.

- (b) Furthermore, unless otherwise explicitly authorized by TripAdvisor, Customer will not: (a) use or disclose IO details, or any data collected pursuant to this Agreement, including but not limited to a user's recorded view or click of an Ad, on a non-aggregated basis, for retargeting or any purpose other than performing under the IO, or internal reporting or internal analysis; or (b) use or disclose any personally identifiable information collected from individual users during delivery of an Ad pursuant to the IO in any manner other than in performing under the IO or (c) use any cookies (or information matched to such cookies, including without limitation IP address, 3rd party data or Customer's data), contextual signals or other actions taken on TripAdvisor or its Affiliates to retarget users or build targetable segments outside of TripAdvisor or its Affiliates. Customer will require any Third Party or Affiliate used in performance of the IO on Customer's behalf to be bound by the confidentiality and non-use obligations at least as restrictive as those on Customer, unless otherwise set forth in the IO.

- (c) Privacy and Compliance. For the duration of the Term, Partner shall have a privacy policy in place governing its use of end users' Personal Data that meets or exceeds any applicable laws, rules and regulations governing the use of such information, including but not limited to the applicable data protection legislation. Partner shall ensure that any collection, use and disclosure of all Personal Data obtained pursuant to this Agreement complies with all applicable laws, regulations and privacy policies, including all of the requirements the CAN-SPAM Act and the General Data Protection Regulation (EU) 2016/679. Both parties agree not to send any unsolicited, commercial email or other online communication (e.g., "spam") through to users of the other party's services or sites and shall comply with all applicable TripAdvisor policies regarding bulk mail. For the purposes of any email or advertising placements, Partner designates TripAdvisor as the senders for compliance with the CAN-SPAM Act. This section shall survive the completion, expiration, termination or cancellation of this IO for a period of five (5) years.

- (d) Partner shall evidence that it has appropriate security measures in place to protect end users' Personal Data, including appropriate technical and organisational measures, to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage.

#### 5 Payment Terms and Calculations.

- (a) Customer shall be invoiced by TripAdvisor on a monthly basis upon completion of the calendar month in which the advertising was displayed. TripAdvisor's payment terms are Net 30 from the date of invoice. All unpaid advertising fees shall accrue interest at the rate of 1 1/2% per month until paid, or the legal maximum, whichever is less. In addition to any other rights, TripAdvisor may immediately remove Customer's advertisements in the event of non-payment by Customer within such time period. All sums payable by Customer to TripAdvisor under this Agreement are exclusive of any sales tax, indirect or similar taxes chargeable on any supply to which those sums relate. Customer may deduct from amounts payable to TripAdvisor under this Agreement any withholding income tax amounts as required by the local law to be deducted from such payments and remitted to the local tax authorities. Customer shall promptly provide to TripAdvisor any proof of such remittances to the local tax authorities, including receipts issued from the appropriate tax regulatory authority or any other relevant documentation evidencing payment of any amounts deducted pursuant to this clause.

(b) In the event of a failure of any individual 3rd party tracking system used for billing purposes, TripAdvisor will be the system of record using 7-day trailing data for the most recent valid period prior to determine ratios. If Customer's advertisements are subject to a revenue share, Customer shall provide monthly reconciliation data within 5 business days following month-end; failure to provide timely reconciliation data will result in TripAdvisor invoicing partner based off of Property Level Minimum (PLM) values for all revenue share clicks. All billing calculations are based solely on the ad impression or quick count metrics as calculated by TripAdvisor (including, but not limited to CPM and CPC), not Customer or third party calculations, unless otherwise agreed to in writing in the TripAdvisor IO or Schedule Detail page. Native Video billing calculations are based solely upon TripAdvisor internal billable play reporting.

6 **Term and Termination.** The term of the Agreement will begin on the Effective Date specified in the first IO between the parties and continue until the Agreement is terminated (the "Term"). If either party is in breach or default under the Agreement, the non-defaulting party may terminate the Agreement by providing written notice to the defaulting party of (i) the nature of the breach and (ii) the intent to terminate; the effective date of such termination will be thirty (30) days after receipt of the written notice, provided that the defaulting party has not cured the breach within such time period. Either party may terminate the Agreement for convenience with 30 days prior written notice. So long as any IO remains in effect, these Terms and Conditions shall also remain in effect. If any IO is cancelled for any reason, Customer shall pay to TripAdvisor, within thirty (30) days after such cancellation, all amounts not yet paid for such delivered ad requests up to the effective date of cancellation. IF EITHER PARTY TERMINATES ANY IO, CUSTOMER'S SOLE REMEDY WILL BE A REFUND OF ANY PRE-PAID FEES IN EXCESS OF THE FEES OWED TO TRIPADVISOR UNDER THE IO. NEITHER TRIPADVISOR NOR ANY OF ITS AFFILIATES WILL HAVE ANY OTHER LIABILITY OF ANY NATURE TO CUSTOMER.

7 **Liability, Warranty & Indemnity.**

(A) EXCEPT AS OTHERWISE STATED HEREIN, TRIPADVISOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES AS TO THE TRIPADVISOR SITE(S) OR THE SERVICES PROVIDED HEREUNDER, OR THE FUNCTIONALITY, PERFORMANCE, OR RESPONSE TIMES OF THE TRIPADVISOR SITE(S) OR THE SERVICES PROVIDED HEREUNDER. TRIPADVISOR DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY OTHER LOSS, INJURY, COST OR DAMAGE SUFFERED BY PARTNER OR ANY THIRD PARTY ARISING FROM USE OF THE SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL TRIPADVISOR BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS. THIS PROVISION SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT. IN NO EVENT SHALL TRIPADVISOR OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER FOR AN AMOUNT IN EXCESS OF THE TOTAL DOLLAR AMOUNT ACTUALLY RECEIVED BY TRIPADVISOR FROM CUSTOMER FOR THE SPECIFIC AD AT ISSUE.

(b) *To the extent allowed by law* Customer agrees to defend, indemnify and hold harmless TripAdvisor and each of TripAdvisor's agents, customers, subcontractors and affiliates, and the officers, directors, and employees of any of the foregoing, from, against and in respect of any and all losses, costs, (including reasonable attorney's fees) expenses, damages, assessments, or judgments (collectively, "Liabilities"), resulting from any claim against any such parties in connection with Customer's advertisement, except to the extent that such claims directly resulted from the gross negligence or willful misconduct of TripAdvisor.

8 **General Provisions.** These terms and conditions are governed by the laws of ~~Massachusetts~~ *San Marcos, MA*. Customer consents to the exclusive jurisdiction and venue of ~~Courts of Boston, MA~~ *Courts of San Marcos, MA* for all disputes related to the subject matter hereof. In the event this Agreement is translated into another language, it will be for the convenience of Customer only, and will have no legal effect. The English version of this Agreement will control. No joint venture, partnership, employment, or agency relationship exists between Customer and TripAdvisor. TripAdvisor will not be deemed to have waived or modified any of these terms and conditions except in writing signed by its duly authorized representative. Customer may not assign its rights hereunder to any third party unless TripAdvisor expressly consents to such assignment in writing, not to be unreasonably withheld. Modifications to the originally submitted IO will not be binding unless signed by both parties. If any provision of these standard terms and conditions is found invalid or unenforceable pursuant to judicial decree or decision, the remaining provisions will remain valid and enforceable, and the unenforceable provisions will be deemed modified to the extent necessary to make them enforceable. These Terms and Conditions will be deemed to be controlling over all other writings or agreements of any kind between the parties covering the subject matter of the IO, except for alternate (a) payment or (b) cancellation language, as specifically provided in the business terms in the IO or Schedule Detail Page. All notices to TripAdvisor relating to any legal claims or matters must be made in writing to TripAdvisor, attn: General Counsel, 400 1st Avenue, Needham, MA 02494. The Parties acknowledge and agree that TripAdvisor may archive an electronic copy of the fully executed Agreement. Except as specifically provided herein, this Insertion Order and Terms & Conditions constitute the entire understanding and Agreement between the parties and supersedes any and all prior

understandings and/or Agreements between the parties with respect to the subject matter. No change, amendment or modification of any provision of this Agreement or waiver of any of its terms will be valid unless set forth in writing and mutually agreed to by the parties.

San Marcos TX US

TripAdvisor LLC

617 IH 35 North, San Marcos, TX 78666 United States of America

400 1st Ave., Needham, Massachusetts 02494, United States

By:

By:

Name:

Title:

Date:

Name:

Title:

Date:

Mike Bennett

VP Global Display Sales

9/10/2019



10/24/19

# **Applicant's Certification & Program Assurances**

(Must be signed/dated by same person who signed resolution.)

As the duly authorized representative of the sponsor I certify that the sponsor:

Has the required "seed" funds or resources available and sufficient for the project as required.

Has the legal authority to apply for Outreach assistance and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project described in this application.

Will give the State of Texas, hereafter referred to as "State", through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Will provide and maintain competent and adequate supervision at the project site to ensure that the completed work conforms to the project agreement.

Will furnish quarterly progress reports and such other information as may be required by the Department.

Will initiate and complete the work within the applicable time frame after receipt of approval from the Department.

Will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Will comply with all State and Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) any other non-discrimination provisions in the specific statute(s) under which application for TRPA assistance is being made, and (f) the requirements of any other non-discrimination statute(s) which may apply to the application.

Will comply with all applicable requirements of all other State and Federal laws, regulations and policies governing this program.

As the duly authorized representative of the sponsor I certify that the sponsor agrees to all stipulations in the Applicant's Certification & Program Assurances. To the best of my knowledge and belief, all documentation in this application is true and correct, the application has been duly authorized by the governing body of the sponsor, and the sponsor agrees to comply with all program rules and procedures if grant assistance is awarded.

\_\_\_\_\_  
Sponsor Name

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Signature of Governing Board, Senior or Project Official

\_\_\_\_\_  
Print or Type Name and Title of Official

\_\_\_\_\_  
Date

**Must be signed and dated.**