

**THIRD AMENDMENT TO
SITA CONTRACT RE APC KIOSKS AT LAX**

This Third Amendment to the CONTRACT RE INSTALLATION AND MAINTENANCE OF AUTOMATED PASSPORT CONTROL KIOSKS AT LAX is made and entered into as of _____, 2017 at Los Angeles, California by and between, SITA INFORMATION NETWORKING COMPUTING USA, INC., Delaware Corporation (“Contractor”) with its principal place of business in Atlanta, Georgia and City of Los Angeles, a municipal corporation and charter city (“City”), acting by and through the Board of Airport Commissioners (“Board”) of the Department of Airports (“LAWA”), a department of the City of Los Angeles. City and the Contractor are collectively referred to as the “Parties”.

RECITALS

WHEREAS, City and Contractor entered into the Contract re Installation and Maintenance of Automated Passport Control Kiosks (“Contract”) on May 20, 2014; and

WHEREAS, City and Contractor entered into a First Amendment on June 4, 2015, which amendment modified the Contract to, among other things, upgrade the functionality of the previously installed kiosks and to also install and maintain an additional seventy (70) kiosks as per the SITA’s May 13, 2015 Response to Request for Cost Proposal; and

WHEREAS, City and Contractor entered into a Second Amendment on March 31, 2016, which amendment modified the Contract to, among other things, have the Contractor provide additional work and services amended with the installation and maintenance of one hundred additional kiosks; and

WHEREAS, City and Contractor seek to extend the term of their APC agreement from May 20, 2017 to December 31, 2019, increase the number of kiosks, modify the services and terms, and increase the total amount payable under this Contract.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Contract as follows:

AMENDMENT

1. Section 1.0 Extension of Term of this Contract.

Section 1.0 Term of Contract is revised to add a new Section 1.2:

“1.2 Notwithstanding Section 1.1, the parties agree to extend the term of this contract from May 20, 2017 to December 31, 2019.”

2. Section 3.0 Contractor Scope of Work.

Section 3.1 Contractor Scope of Work is deleted and replaced with the following:

“3.1 Contractor shall provide all products and services involved and associated with the provision, installation, implementation, operation and maintenance of Automated Passport Control Kiosks at LAX as indicated in the Proposal For APC Kiosk Maintenance for Los Angeles World Airports dated April 12, 2017 attached hereto as Exhibit H. In the event of a conflict Exhibit A shall prevail over Exhibit B, Exhibits C and D over Exhibits A and B, Exhibit F shall prevail over Exhibits C and D, Exhibit G shall prevail over Exhibit F and Exhibit H shall prevail over Exhibit G.

3. Section 4.0 Compensation.

Section 4.0 Compensation is revised to add a new Section 4.10:

“4.10 The total amount payable under this contract shall not exceed Nineteen Million, Five Hundred Forty Five Thousand, and Fifty Six Dollars (\$19,545,056).”

4. Alternative Fuel Vehicle Requirement Program.

The Contract is amended to add a new Section 28 to read as follows:

“Section 28.0 Alternative Fuel Vehicle Requirement Program (for LAX Only).

As a condition of this contract, Contractor shall comply with the provisions of Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 22554 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached as Exhibit I.”

5. Prompt Pay.

The Contract is amended to add a new Section 29 to read as follows:

“Section 29.0 Prompt Pay of Subcontractors.

Progress Payments

The Contractor agrees to pay each subcontractor under this prime contract, and require the same of its subcontractors, not later than seven (7) days after receipt of each progress payment, the respective amounts allowed the Contractor on account of the work performed by the subcontractors, to the extent of each subcontractors interest therein pursuant to California Business and Professions Code §7108.5.

Retention/Final Payment

SITA APC, 3A
KR, 3.29.17

DTD – K-drive – 4-12-17

Within seven (7) days from the time that all or any portion of the retention proceeds are received by the Contractor, the Contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received, and require the same of its subcontractors, pursuant to the terms of California Public Code §7107.

6. Iran Contracting Act of 2010.

The Contract is amended to add a new Section 30 to read as follows:

“Section 30.0 Iran Contracting Act of 2010.

In accordance with California Public Contracting Code §§ 2200-2208, all persons entering into or renewing contracts with LAWA for goods or services estimated at one million (\$1,000,000) or more are required to complete, sign and submit the Iran Contracting Act of 2010 Compliance Affidavit attached as Exhibit J. Contractor's compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Agreement.”

7. Full Force and Effect.

Except as specifically set forth in this Third Amendment, the First Amendment, Second Amendment and the May 20, 2014 Contract remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their respective authorized signatories, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

CITY OF LOS ANGELES

Date: April 20, 2017

Chief Executive Officer
Department of Airports

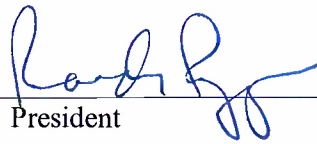
By: 
Deputy City Attorney

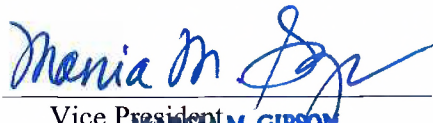
APPROVED:

Date: _____

By: _____
Ryan Yakubik
Deputy Executive Director
Chief Financial Officer

SITA INFORMATION NETWORKING
COMPUTING USA, INC.

By: 
President
Randy Pizzi
President
Americas Region

By: 
Vice President
MARCIA M. GIPSON
VICE PRESIDENT
SITA

Print Name

Exhibit H

Proposal For

APC Kiosk Maintenance for Los Angeles World Airports

Los Angeles International Airport

April 12, 2017

SITA

Create success. Together

Company Name and Contact Information

Company Details: SITA
Website: www.sita.aero

Contact Details

Contact: Tony Thien
Title: Sr. Account Director
Phone: +1 310 652 5257
Email: tony.thien@sita.aero

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1. SERVICES

1.1. Overview of Included Services

This proposal provides Maintenance and Support of the APC Kiosks provided to Los Angeles World Airports (LAWA) for the following systems installed and operating at Los Angeles International Airport (LAX):

Our proposal to Los Angeles World Airports will provide superior maintenance and support of the APC Kiosks ensuring their high availability for critical airport and airline operations. SITA's services and responsibilities include:

1. On-site Staffing and Tools

- Adequate staffing to resolve daily incidents, problems per the agreed service level agreement (SLA) for the APC Kiosks.
- Complete inspection of terminal resources APC at least 3 times per day.
- Providing expert level technical and administrative expertise to manage and maintain the APC Kiosk hardware and software, including:
 - A single point of contact, accountable for the performance of the on-site staff and compliance with contractual agreements.
 - Efficient staffing to provide the required support, and meet the SLA as defined by LAWA for the APC Kiosks.
 - Knowledgeable staff capable of maintaining the APC Kiosks.
 - Maintaining 24/7 communication with the LAWA support team per mutually agreed protocols.
- On-site and on-call support services during the hours listed below
 - On-site coverage
 - APC Kiosks: 0530 to 2300 Daily
 - On-call support
 - APC Kiosks: 2300 to 0530 Daily
- Attending meetings, participate in agreed LAWA processes
- Coordinate all support services with the designated LAWA support team.
- Prepare reports as agreed with LAWA
 - Escalation and notifications as required
 - Support and provide informal training to users
 - Change Management
 - Establish written procedures to achieve proposed services
- Update and adjust regularly to ensure effectiveness

- Badges compliant with the security badging requirements of LAWA, TSA, and USCBP
- In event that any additional costs would need to be incurred SITA would present a cost proposal and not make any changes without mutual agreement. Adhere to all LAWA IMTG policies and procedures, including IT System Outage Reporting, IT Security, System Use, Non-Disclosure Agreement, Virtual Private Network, and Change Management.

2. Hardware Support and Maintenance

- Maintenance and support of APC Kiosks to ensure functionality as designed.
- Respond to, and resolve incidents per the prescribed SLA for the APC Kiosks.
- Repairs, Maintenance, and Installation of APC Kiosks.
- Provide full technical maintenance and support APC Kiosk proprietary software.
- Follow manufacturer recommendations and reasonable procedures defined by and mutually agreed by LAWA and SITA for the maintenance of applicable hardware and software.
- Implement, and support the latest versions of all Operating systems, patches, updates, virus definitions, and application software or firmware to maintain the highest level of system security and software functionality.
- Immediately notify LAWA, via established protocols, of any system or service that is not performing as required.
- Utilize the LAWA IT support management system to receive, track, update, and log resolution of system incidents and problems.
- Maintain system operations manuals, user guides, and as-built documentation as required by LAWA.
- All hardware/software shall be licensed to LAWA.
- SITA will provide hardware maintenance for the APC Kiosks.
- Spares management, while the spares ownership remains with LAWA
- Asset Management - track make, model, serial numbers, quantities, locations, manufacturer warranties, asset tag, all in-service, out of service, and spare assets under the maintenance and support of the contractor. Asset/parts list will be kept up-to-date at all times.

3. Software Licenses and Software Support Covered

- SITA software
- 3rd Party software (including Microsoft, Vmware, CentOS, HP, Symantec)

- SITA shall provide designated members of the LAWA Support Team with direct administrative level access to all monitoring tools and systems managed under this maintenance agreement.

4. Preventative Maintenance

- Perform preventative maintenance on all contracted equipment and systems to maximize availability and ensure complete functionality 24-hours per day, 7 days per week, throughout the term of the contract.
- Follow the manufacturer recommendations for included hardware to maximize its life of service
- Perform failover tests of core systems.
- Adjust as appropriate based on experience and trend analysis
- All contracted equipment shall be cleaned on a quarterly basis or as required by LAWA.
- Monitor Systems and document baseline performance to maintain acceptable level of service.
- All preventative maintenance shall be scheduled between the hours 00:00-6:00, or as authorized by the designated LAWA representative.
- Contractor shall purchase and store all consumables (e.g., paper, ink/toner, etc.) for all applicable equipment.
- Daily health checks of all systems and results shall be submitted to the LAWA IT Manager on a mutually agreed schedule.
- Deliver key performance indicator reports on monthly basis or as required by LAWA.
- Ensure software preventative maintenance, such as:
 - Disaster recovery and System Continuity
 - Virus detection, patches, and updates
 - Software patches

5. System Backup & Restoration:

- Develop, implement and maintain a system backup plan, to facilitate disaster recovery for all contracted systems.
- Deliver the backup plan within 90 days of written request by LAWA. The backup and recovery tests will be performed on an annual basis, or as otherwise required by LAWA.
- Backup plans shall be reviewed and presented to LAWA on an annual basis to ensure all plans are current.
- Scheduled backups shall be administered and verified. Unsuccessful backups shall be noted and resolved by the contractor.

1.2. Meetings

SITA shall participate in the following meetings as requested by LAWA

1. Weekly Operations Meeting

Suggested audience: SITA Site Manager and LAWA IT Manager

2. Monthly Operations Meeting

Suggested audience: SITA Site Manager, SITA Operations Director, LAWA IT Manager and LAWA IT Director.

3. Quarterly Operations review Meeting

Suggested audience: SITA Site Manager, SITA Operations Director, SITA Account Director, LAWA IT Director, and LAWA IT Manager.

SITA Site Manager and or SITA Operations Director will attend ad hoc meetings providing there are no major outages and other LAWA priorities that may require the Site Manager's attention.

SITA will include LAWA in all communication from its stakeholders pertaining to requests for system incidents, moves, adds and changes.

SITA will also brief LAWA monthly of emerging technologies, changes to IATA, ACI, ICAO standards, practices or resolutions that may impact the LAWA Common Use Systems.

1.3. Change Management

SITA shall adhere to and participate in LAWA's Change Management processes and IT governance policies, which requires LAWA review and approval, validation and test plan.

- Requests for enhancements of existing systems shall follow the Change Management Process.
- All project-related implementation that includes any change to a production system shall follow the Change Management process.
- Change Requests shall be submitted at least 7 working days prior to the actual implementation date.
- All scheduled maintenance must be mutually agreed and coordinated with LAWA.
- The contractor shall maintain an activity log per system, to document all changes made to each system.
- New software builds/updates shall be communicated to LAWA IT in writing with specific release notes.

- SITA shall make the knowledgeable parties available for a Technical Review of the proposed change.
- SITA shall submit all required change documents no less than 5 business days prior to the proposed implementation date.
- Additional time may be required if any additional requirements are revealed, during the technical review.
- Implementation of software changes shall include execution of a test plan that demonstrates the expected functionality.
- Change Request proposals shall distinctly identify the cost of materials, software and professional services/labor, along with description of the scope of work or solution to be delivered. The proposal shall list items in a line-item format, unless otherwise approved by LAWA.

All changes, updates, software patches, and virus definitions must be thoroughly tested in a non-production environment, prior to deployment in the "live" environment.

The goal of change management service is to ensure that standardized methods and procedures are used for efficient and prompt handling of all changes, in order to minimize the impact of change-related incidents upon service quality, and consequently to improve the day-to-day operations of the organization.

To make an appropriate response to a Change request entails a considered approach to assessment of risk and business continuity, Change impact, resource requirements and Change approval. This considered approach is essential to maintain a proper balance between the need for Change against the impact of the Change.

Change Management is responsible for managing Change processes involving:

- Hardware
- Communications equipment and software
- System software
- 'Live' applications software
- All documentation and procedures associated with the running, support, and maintenance of live systems

This means that changes to any components that are under the control of an applications development project - for example, applications software, documentation or procedures - do not come under Change Management but would be subject to project Change Management procedures. All changes shall be submitted to LAWA IT for review, approval, and coordination of implementation.

2. SITA'S OPERATIONAL SUPPORT MODEL

On-site Support

On-site support staff will be responsible for the following:

- Application and Hardware support for any of the SITA products
- Incident Management together with Service Desk
- Technical support and assistance in the use of SITA products
- Corrective Maintenance for all SITA provided Hardware and Software
- Preventive Hardware maintenance and support of all installed equipment and make sure that it is working as expected.
- Warranty & Spares management
- Work with vendors (as appropriate) to resolve problems
- Contact other support groups as required
- Interface with other systems, networks and operating system environments
- Hardware replacement when required
- Coverage hours for On-Site Support will be finalized upon award.

Problem resolution teams (Level 2 and Level 3)

- Issues which cannot be resolved by the Helpdesk or on-site staff will be referred to the Level 2 (L2) or Level 3 (L3) support teams.
- The L2 second level team provides Advanced Support (CoE – Center of Expertise for each product) and also manages Hardware support from local suppliers. If a problem cannot be resolved after a thorough investigation has been completed and all diagnostic procedures have been carried out, the L2 will contact the third level (L3) support team.
- L3 are formed by Application Software Support and Hardware manufacturers for each product.
- In addition, the L2 and L3 team will work with end users and the local team to identify and resolve problems where application services are unavailable or are producing unexpected results.

2.1.1. Incident Management Activities

SITA Site Administrators

Site Manager will serve as a point of escalation for Incident Management

- Receive incident assignments from designated LAWA Support Staff, or system-generated notifications. All incident assignments shall be logged into LAWA Help Desk Service Management System.
- Confirm correct assignment
- Dispatch (assign) incidents to appropriate resolver (including 3rd party service providers)
- Track incidents through resolution
- Identify repetitive incidents and relate to parent Problem record
- Provide status updates to LAWA.
- Document actions taken for support and resolution by groups outside SITA
- Notify Service Desk of system availability issues (planned or unplanned outages)
- Coordinate pro-active service support
- Provide resolution to LAWA for incident closure
- Coordinate break/fix activities, for devices procured through SITA including:
 - Shipping damaged devices to appropriate hardware depot
 - Maintaining adequate level of spares (including ordering replenishment of spares as per agreed upon sparing levels)
 - Receiving repaired and restored devices from hardware depot
 - Updating IT Asset status upon repair/spare, for SITA-provided spares.

SITA Technicians

- Accept incident assignment
- Perform incident resolution including:
 - Upgrading hardware components
 - Repairing defective IT equipment
 - Replacing IT equipment with spares
- Create change order when incident resolution requires equipment replacement/repair for items procured by SITA, and notify Site Administrator that original incident is now associated with a change.
- Escalate to appropriate support level if unable to resolve
- Provide incident status updates and notifications to the Site Admin for the following:
 - ETA at customer location
 - Unclear incident cause or no fault found
 - Exceptions (for example, Incident is actually "out-of-scope")

- Expected delays and SLA deviations (including reasons for delay)
- Missing information (in original incident record)
- Update incident record with resolution information (including any changes to Asset data)

2.1.2. Closure of Incidents

For the purpose of the SLA Agreement, an Incident will be deemed to be resolved when:

- SITA confirms to LAWA and LAWA agrees, which shall not be unreasonably withheld, that the fault has been corrected; or
- a workaround solution that maintains at least 75% of functionality, with concurrence from LAWA, has been achieved and the implementation of further resolution has been scheduled; or

LAWA acknowledges, after contacting the local SITA support team, that there is no fault; or

- If the single fault cannot be reproduced despite SITA's or LAWA's reasonable efforts, and no fault is found due to an anomaly. If there is a pattern of similar incidents SITA will investigate further.
- SITA agrees that a remedy for the fault included in Severity 4 – Severity 5, that does not affect daily operations, will be included in the next Software/Hardware Update.

2.2. Monthly Reports

SITA shall deliver system reports on a monthly basis or as required by LAWA. The reports shall include:

- Performance of all system hosts, servers, and clients (Statistics on available CPU, Storage, RAM, Connected clients, Review of Error or Warning logs).
- Performance and usage statistics of all automated kiosks (Statistics on available CPU, Storage, RAM, Review of Error or Warning logs).
- Daily usage statistics of APC clients. Daily report of access sessions, time, and duration per airline, flight, and/or user.
- Monthly reports of service or support requests submitted to the contractor's proprietary customer service tracking system. All reports shall include a breakdown by each supported system, date/time of reported issues, description of issues, date/time the issue is resolved, and name of responding personnel.
- Electronic Monthly Activity Report by the 10th day of the following month. The report shall include a completed preventive maintenance checklist and summary

status of all incidents and repairs within the reporting period. Report formats shall be approved by LAWA.

SITA shall submit monthly reports to LAWA by the 5th of the month for the previous month. This report shall include all reported incidents in a mutually agreed format.

2.3. Severity Description

SEVERITY TYPE

Severity Level	Outage Type	Time
1	Any failure affecting Core Room equipment, more than 50% of an application or system.	Immediate
2	Outage of Service or equipment failure	30 min
3	Degraded Service	45 min
4	Intermittent or Slow Response	60 min
5	Non-Service affecting incidents	N/A

2.4. Service Level Objective

SITA has implemented internal policies and procedures to ensure that all APC Kiosk incidents, problems, and/or issues are fully addressed and resolved in a timely manner as prescribed below:

Product	Average Response Time	Average Resolution Time	Monthly Average Availability
	On-site / On-call	On-site / On-call	
APC Core	30 minutes / 2 hours	4 hours / 6 hours	99.95%
APC Client Hardware	30 minutes / 2 hours	4 hours / 6 hours	99.95%
APC Client Software	30 minutes / 2 hours	4 hours / 6 hours	99.95%

Exclusions/Notes:

1. Mechanical Errors (i.e. Elevator mechanisms, kiosk case covers)
2. Service Level Objectives will be measured as an average of all incidents that are reported to SITA based on a calendar month.
3. It is understood that SITA's ability to respond/acknowledge may be impacted when technicians are in an area of the airport with no cellular/Wi-Fi coverage.
4. All SLO targets exclude time for preventative maintenance.

2.5. Service Level Agreement

In the event when SITA fails to meet any of the following Service Level criteria:

- Monthly Availability two (2) times within a six-month Measurement Period,
- Fault Response time three (3) times within a six-month Measurement period, or
- Fault Restoration Time two (2) times within a six-month Measurement period, then SITA will credit LAWA 1,500 USD.

The monitoring, measurement, management and reporting of Service Levels will be carried out by SITA Site Manager. In all circumstances, the total amount of service credit payable by SITA to LAWA in relation to all failures in the service levels which occurred during a given six-month Measurement Period will not exceed \$ 1,500 USD.

This service level agreement will not apply to any incidents or outages that are the result of circumstance or systems outside of SITA's direct control.

The Contractor will implement systems, internal policies and procedures and ensure that all APC Kiosks outages, problems and/or issues are fully addressed and resolved in a timely manner as prescribed below:

Proposal for APC Kiosk Maintenance for Los Angeles World Airports
Los Angeles International Airport

Service Level Requirements		Compensation Deductions
1	<p>Contractor shall initiate service/repair within one hour of receiving notification of problem.</p> <p>Contractor may be notified either through an automatic electronic alert directly from an APC Kiosk or a phone call, text message, or email from a designated LAWA representative.</p>	<p>\$100/hour beginning the 2nd hour after Contractor receives notification until Contractor initiates service/repair.</p> <p>If Contractor is working on another APC Kiosk when notification of a new service request is received, the Contractor may complete the work on the first APC Kiosk being serviced/repared before the Contractor must respond to the new service request. The one hour requirement begins when the Contractor completes the work on the first APC Kiosk.</p>
2	<p>Contractor shall wipe clean the exterior of and remove debris from each APC Kiosk by 06:00 of each day.</p>	<p>\$100/day for each APC Kiosk identified as not being cleaned.</p> <p>And, \$100/Kiosk/hour beginning with the 1st hour until APC Kiosk is cleaned.</p>
3	<p>Contractor shall clean each APC Kiosk's touchscreen, fingerprint scanner, camera lens, and lights ("components") at least two times daily. Cleaning shall occur before 06:00 and between 16:00-19:00.</p>	<p>\$100//incident for each APC Kiosk determined that its components have not been cleaned as required.</p> <p>And, \$100/Kiosk/hour beginning with the 1st hour until APC Kiosk components are cleaned.</p>
4	<p>Contractor shall ensure all consumables, e.g., paper, ink/toner, etc. are stocked each day to at least 120% of the anticipated daily usage (or to 100% of capacity) before 06:00.</p>	<p>\$100/Kiosk/incident that is determined that consumables were not stocked before 06:00.</p> <p>\$100/hour beginning with the 1st hour for each APC Kiosk that is out of service due to consumables being depleted until consumables are stocked and returned to service.</p>
5	<p>Contractor shall ensure each APC Kiosk is operational before 06:00 unless an APC Kiosk is out of service due to a previously known and reported repair.</p>	<p>\$100/hour beginning with the 1st first hour after 06:00 for each APC Kiosk until returned to service.</p>

Service Level Requirements		Compensation Deductions
6	Contractor must complete repairs within twelve hours of receiving notification of an APC Kiosk requiring service.	\$200/Kiosk/hour beginning with the 12 th hour that an APC Kiosk is out of service due to repair not being complete until APC Kiosk is repaired and returned to service.
7	Contractor shall maintain APC Kiosks as recommended by manufacturer (aka Preventive Maintenance).	\$200/Kiosk/task/day for any preventive maintenance not in conformance with manufacturer's recommendations until preventive maintenance is performed in conformance with manufacturer recommendations.
8	Contractor must notify the designated LAWA representative when service/repair of the APC Kiosk(s) is complete.	\$100/service request that the Contractor does not notify the designated LAWA representative. \$250/service request that the Contractor does not notify the designated LAWA representative in excess of five notification failures in any continuous seven-day period.
9	Monthly maintenance and repair records shall be delivered to LAWA by the 3rd business day after the final day of a calendar month.	\$100/report/day beginning on the 4th business day of the month until the report is delivered to LAWA.

Monthly Service Availability Calculations

The Service Availability is calculated based on the following:

- A calendar month having 30 calendar days = 43,200 minutes
- Scheduled Downtime = 60 minutes
- Expected Service Level availability = 43,140 minutes
- Unscheduled Downtime = 20 minutes
- Actual Service availability = $((43,140-20)/43,140) * 100 = 99.95\%$

The Actual Service availability will apply to Items A, B, C, D, M, N, and O listed in the Service Level Agreement table.

2.6. Scheduled Downtime

SITA shall use all reasonable endeavors to perform Scheduled Downtime (following the LAWA Change Management Process) and additional scheduled downtime from 02:00 to 05:00 local time when such performance does not affect high traffic period. All scheduled downtime will be mutually agreed upon with LAWA.

Scheduled Downtime may be due to any of the following events:

- Application software loads;
- Communication loads;
- System Upgrades;
- System Software loads;
- Database re-organization;
- Preventative maintenance; or
- Disaster recovery testing or upgrades.

2.7. Performance Monitoring Tools

SITA utilizes a performance monitoring tool to actively monitor, collect and display availability statistics on monitored components. This tool supports our ability to monitor specific components, to our staff for their evaluation and to take any appropriate action. While SITA cannot provide direct access to third party tools, it will provide a monthly report based upon data taken from this monitoring tool and will contain a summary of incidents.

System Monitoring and Alert Capabilities

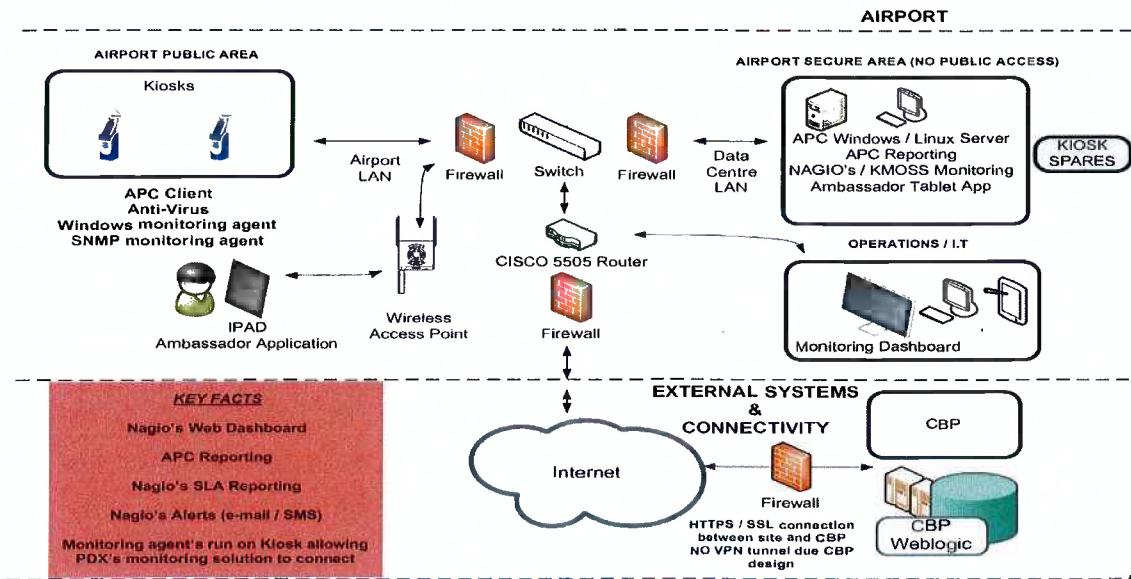
SITA supplies and implements an industry standard which is an off-the-shelf monitoring and alerting application called "NAGIOS". This application contains a developed set of configuration files and health monitoring agent that are configured to capture alerts from each APC Kiosk.

Monitoring / Alerting Highlighted Features:

- Monitoring Health of APC Kiosk hardware & software
- Defined events & resources monitored
- Alert management & proactive support dispatch
- Reduced downtime

Sample System Monitoring Infrastructure Deployment:

Proposal for APC Kiosk Maintenance for Los Angeles World Airports
Los Angeles International Airport



2.8. Preventative Maintenance

To ensure reliable trouble-free operations of the supported equipment, regular preventative maintenance is essential. Preventive maintenance will be performed on all contracted equipment to maintain equipment Service Levels. The preventative maintenance supervision and support shall be done on an agreed upon schedule with LAWA.

It will be scheduled to be carried out when the equipment is not normally in operational use, in order not to negatively impact operations.

LAWA can make reasonable recommendations to SITA regarding preventative maintenance actions, scheduling and frequency. Any changes to SITA's maintenance schedule will be mutually agreed with LAWA.

A sample preventive maintenance schedule is shown below, and it has been developed from the experience of SITA and its maintenance contractors.

The SITA staff will be expected to deliver these preventive maintenance activities as a minimum.

Preventative Maintenance Checklist

COMPONENT	ACTION	METHOD	FREQUENCY	RESPONSIBILITY
Core Room	Failover online core room to the back-up core room.	Provide notice to LAWA and the Service Desk to test all secondary servers to ensure	Monthly	SITA
Servers: AMS IBM Blade Servers Net App Servers IBM Websphere Servers	Check Health of all servers	Check performance statistics, check for errors and warnings, Check tablespace usage, check alert log file	Daily	SITA
LCD Monitors/LED Devices	Clean surface and check all components	Check for dust, dirt & clean as necessary with an approved soft cleaning cloth or pad. Check power supply, calibrate as needed and cabling.	Quarterly	SITA

COMPONENT	ACTION	METHOD	FREQUENCY	RESPONSIBILITY
All Kiosks	Clean surface and check all components	Follow the recommended procedure in the maintenance manual. Wipe and rub the platen gently with a dry soft cloth	Daily	SITA
Back up Servers	Test all back up servers.	Provide notice to LAWA and the Service Desk to test all secondary servers to ensure failover capabilities.	Monthly	SITA

Proposal for APC Kiosk Maintenance for Los Angeles World Airports
Los Angeles International Airport

COMPONENT	ACTION	METHOD	FREQUENCY	RESPONSIBILITY
Systems: Red Hat Linux , AIX Solaris VMware IBM pSeries NetApp SAN Windows 2003 Windows XP	Check Health of all systems.	Review and validate all patches.	Weekly or as needed	SITA
Symantec Anti-Virus Definitions	Update Virus Definitions	Follow the guidelines of our SITA Security policies (to be provided at contract signature) to ensure all Virus	Weekly or as needed	SITA

3. PRICING

SITA is pleased to present the following pricing for the Maintenance and Support of the Terminal Airlines Support Systems at Los Angeles International Airport. SITA has made every effort to present the financial information in a manner that is compliant with LAWA's requirements. SITA would be pleased to provide any clarification or additional information upon request.

Monthly pricing for the APC Kiosk is captured below.

Service	Monthly Subtotal	Breakdown	APC Kiosks
SW Licenses & L3 Support	\$14,199	TBIT	\$63,500
		T2	\$15,240
		T4	\$12,700
		T7	\$17,780
Consumables (APC)	\$23,220		
Hardware Maintenance + Cosmetic Cleaning	\$34,950		
On-Site L1 & L2 Support, PM, Consumables Re-Stocking, Internet Connection CBP	\$60,071		
Total Monthly Charge	\$132,440		

The pricing is based on the existing installed base of 172 APC Kiosks, with the following breakdown TBIT: 100 Kiosks, T2: 24 Kiosks, T7: 28 Kiosks, T4: 20 Kiosks, and for the provision of the services from June 2017 until December 2019. Pricing is based on a per APC Kiosk basis, and will increase proportionally if new APC Kiosks are installed.

End of Proposal



SITA N.V.

Heathrowstraat 10
1043 CH Amsterdam (Sloterdijk)
The Netherlands

Telephone:
+31(0)20 606 9600

N° NV 1555

Fax:
+31(0)20 606 9601

www.sita.aero

DELEGATION OF POWERS

I, the undersigned, Aileen McEntee, Senior Legal Manager and Authorized Signatory of SITA N.V., a Company organized and existing under the laws of the Netherlands, with its registered office at Heathrowstraat 10, 1043 CH Amsterdam (Sloterdijk), registered in the Chamber of Commerce in the Netherlands under N° 34123203 (the "**Company**"), entitled to act by a Delegation of Powers, dated 5th August, 2016, executed Barbara Dalibard, Managing Director of the Company, do hereby:

1. Declare that (i) SITA N.V. is the sole shareholder or majority shareholder, directly or indirectly, of the Company listed hereunder; (ii) the Company has authorised SITA N.V. and the undersigned to grant the powers herein and consequently; (iii) the powers granted hereby shall apply, in respect of actions taken by the Company:

SITA Information Networking Computing USA Inc. (the "Company")

2. Hereby authorise **Marcia Gipson** (the "**Representative**"), to act on behalf of the Company and grant to the Representative the powers described below for execution and signature of all agreements and assignments:

- i. **Execution of Documents:**

To sign, execute and deliver in the name of and on behalf of the Company all forms of agreements, deeds, covenants, contracts and similar documents with customers or vendors of the Company and/or third parties. Documents include the following:

Letters of Intent; Letters or Memorandums of Understanding; Bid documentation; Requests for Information; Requests for Proposal; Teaming Agreements; Customer Service Agreements; Purchase, Rental, Lease, Sale and Supplier Agreements in so far as they relate to the Company.

- ii. **General Authority:**

Generally to do, and execute every other such act, deed, writing and thing for the Company and in its name as may be necessary in the execution of the powers conferred herein.

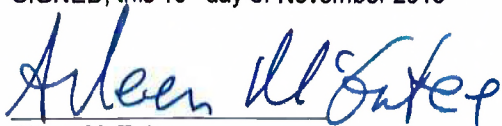
3. This document is to be read with all changes of number and gender as is required by the context. Furthermore, no specification of any particulars in this Delegation of Powers shall affect the generality of any powers conferred.

SITA N.V.
Heathrowstraat 10 (Sloterdijk)
1043CH Amsterdam
The Netherlands

1

4. The powers given in this Delegation of Powers may continue to be exercised by the Representative, and will continue, notwithstanding any change in the name or the corporate structure of the Company, unless the applicable Company does not remain, directly or indirectly, a subsidiary of SITA N.V. or of the Company.
5. The powers granted in this Delegation of Powers are granted for an unlimited period. They become effective on the date indicated hereunder and cancel and replace any previous delegation. This Delegation of Powers shall remain in full force until notice in writing of its revocation is given to the Representative by the Managing Director of the Company, the Chief Financial Officer, the General Counsel, the undersigned, their successor, or their duly authorised representative.

SIGNED, this 16th day of November 2016



Aileen McEntee
Senior Legal Manager and Authorized Representative
SITA N.V.





SITA N.V.
Heathrowstraat 10
1043 CH Amsterdam (Sloterdijk)
The Netherlands

Telephone:
+31(0)20 606 9600

N° NV 1556

Fax:
+31(0)20 606 9601

www.sita.aero

DELEGATION OF POWERS

I, the undersigned, Aileen McEntee, Senior Legal Manager and Authorized Signatory of SITA N.V., a Company organized and existing under the laws of the Netherlands, with its registered office at Heathrowstraat 10, 1043 CH Amsterdam (Sloterdijk), registered in the Chamber of Commerce in the Netherlands under N° 34123203 (the "**Company**"), entitled to act by a Delegation of Powers, dated 22nd August, 2016, executed Barbara Dalibard, Managing Director of the Company, do hereby:

1. Declare that (i) SITA N.V. is the sole shareholder or majority shareholder, directly or indirectly, of the Company listed hereunder; (ii) the Company has authorised SITA N.V. and the undersigned to grant the powers herein and consequently; (iii) the powers granted hereby shall apply, in respect of actions taken by the Company:

SITA Information Networking Computing USA Inc. (the "Company")

2. Hereby authorise **Randy Pizzi** (the "**Representative**"), to act on behalf of the Company and grant to the Representative the powers described below for execution and signature of all agreements and assignments:

i. Execution of Documents:

To sign, execute and deliver in the name of and on behalf of the Company all forms of agreements, deeds, covenants, contracts and similar documents with customers or vendors of the Company and/or third parties. Documents include the following:

Letters of Intent; Letters or Memorandums of Understanding; Bid documentation; Requests for Information; Requests for Proposal; Teaming Agreements; Customer Service Agreements; Purchase, Rental, Lease, Sale and Supplier Agreements in so far as they relate to the Company.

ii. General Authority:

Generally to do, and execute every other such act, deed, writing and thing for the Company and in its name as may be necessary in the execution of the powers conferred herein.

3. This document is to be read with all changes of number and gender as is required by the context. Furthermore, no specification of any particulars in this Delegation of Powers shall affect the generality of any powers conferred.

SITA N.V.
Heathrowstraat 10 (Sloterdijk)
1043CH Amsterdam
The Netherlands¹

Registered with the Trade Register in
Amsterdam under number 34123203

4. The powers given in this Delegation of Powers may continue to be exercised by the Representative, and will continue, notwithstanding any change in the name or the corporate structure of the Company, unless the applicable Company does not remain, directly or indirectly, a subsidiary of SITA N.V. or of the Company.
5. The powers granted in this Delegation of Powers are granted for an unlimited period. They become effective on the date indicated hereunder and cancel and replace any previous delegation. This Delegation of Powers shall remain in full force until notice in writing of its revocation is given to the Representative by the Managing Director of the Company, the Chief Financial Officer, the General Counsel, the undersigned, their successor, or their duly authorised representative.

SIGNED, this 1st day of September 2016



Aileen McEntee
Senior Legal Manager and Authorized Representative
SITA N.V.



**ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM
(LAX ONLY)**

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport Contract" shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

"Airport Contractor" shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

"Airport Lessee" shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

"Airport Licensee" shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

"Alternative-Fuel Vehicle" shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies. Vehicles that are powered with a fuel that includes petroleum-derived gasoline or diesel are Alternative-Fuel Vehicles only if the petroleum-derived energy content of the fuel is no more than twenty percent (20%) of the total energy content of the fuel. Vehicles powered by dual fuel technologies are Alternative-Fuel Vehicles only if no more than twenty-percent (20%) of the fuel used by the engine comes from a petroleum-derived fuel. Vehicles powered by fuels that are derived from sources other than petroleum, but that can be used in conventional spark or combustion-ignition engines, are Alternative-Fuel Vehicles.

"CARB" shall mean the California Air Resources Board.

"Comparable Emissions Vehicle" shall mean a vehicle powered by an engine certified by CARB operating on petroleum-derived gasoline or diesel fuel that has criteria pollutant emissions less than or equal to a comparable alternative fuel engine.

"Covered Vehicles" is defined in Section II below.

"EPA" shall mean the United States Environmental Protection Agency.

EXHIBIT I

"Independent Third Party Monitor" shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this policy.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (i) is determined by an Independent Third Party Monitor to be (x) commercially available, (y) suitable for performance of a particular task, and (z) certified by CARB or EPA to meet the applicable engines emission standard in effect at the time of purchase; and (ii) is equipped with a retrofit device that reduces NOx emissions by at least twenty-five percent (25%) and reduces particulate matter by at least eighty-five percent (85%). Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

"Operator" shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

II. Covered Vehicles. The requirements under this Attachment shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX ("**Covered Vehicles**").

III. Conversion Schedule.

- A. By January 31, 2010, fifty percent (50%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.
- B. By January 31, 2015, one hundred percent (100%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.

IV. Least-Polluting Available Vehicles. In cases where an Operator cannot comply with the requirements established pursuant to Section III above because neither Alternative-Fuel Vehicles nor Comparable Emissions Vehicles are commercially available for performance of particular tasks, LAWA will instead require Operators to use Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine on an annual basis whether Alternative-Fuel Vehicles or Comparable Emissions Vehicles are commercially available to perform particular tasks, and, in cases where Alternative-Fuel Vehicles are not commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

V. Written Reports. Operator shall complete and submit to LAWA the vehicle information required on the reporting form accessible on-line at <https://online.lawa.org/altfuel/> on a semi-annual basis. The reporting form may be amended from time to time by LAWA.

EXHIBIT I

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders or contractors engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder or contractor who "engages in investment activities in Iran" is defined as either:

1. A bidder or contractor providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder or contractor that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaged in the investment activities in Iran.

The bidder or contractor who proposes to enter into or renew a contract shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, he or she is **not** identified on the DGS list of ineligible businesses or persons and that the bidder or contractor is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

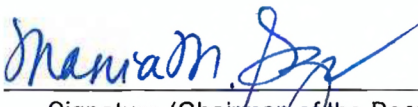
California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder or contractor shall complete and sign ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of bidder or contractor, or financial institution identified below, and that the bidder or contractor, or financial institution identified below, is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

SITA INFORMATION NETWORKING COMPUTING USA, INC.

By: 
Signature (Chairman of the Board,
President, or Vice President)

Marcia Gipson

Print Name

Vice President, SITA Information Networking Computing USA, Inc.

Title

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or contractor, or financial institution engaged in investment activities in Iran, on a case-by-case basis to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or contractor, or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or contractor, or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

SITA INFORMATION NETWORKING COMPUTING USA, INC.

By: _____
Signature (Chairman of the Board,
President, or Vice President)

Print Name

Title