

**FIRST AMENDMENT TO CONTRACT NO. DA-5375 BETWEEN THE CITY OF
LOS ANGELES AND KAMBRIAN CORPORATION TO PROVIDE SOFTWARE
LICENSES AND SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS
FOR THE CITY OF LOS ANGELES**

THIS FIRST AMENDMENT (“First Amendment”), made and entered into this _____ day of _____, 2022, at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation, (“City”), acting by order of and through the Board of Airport Commissioners (“BOAC”) and **KAMBRIAN CORPORATION**, a California corporation (“Contractor”).

RECITALS

That for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

WHEREAS, on July 3, 2019, City entered into Contract No. DA-5375 with Contractor to purchase software licenses and support services (“Contract”) for Los Angeles World Airports; and

WHEREAS, the parties hereto desire to amend this Contract as set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

Section 1.0 Section 1.0 Term of Contract shall be deleted in its entirety and replaced with the following:

“This Contract shall commence on July 3, 2019 and shall terminate on January 2, 2023, unless earlier terminated pursuant to Sections 11.0 or 12.0 below.”

Section 2.0 The first sentence of subsection 3.2 of Section 3.0 Contractor Scope and Fee is deleted in its entirety and replaced with the following:

“The compensation to Contractor shall not exceed Twenty Million Two Hundred Fifty Thousand Six Hundred Dollars (\$20,250,600) for the term of the Contract.”

Section 3.0 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of the Contract and except as expressly amended herein, all terms, covenants, and conditions of the Contract and all amendments thereto, shall remain in full force and effect.

Section 4.0 This First Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is

executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this First Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signature. If this First Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

SIGNATURE BLOCK

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by the Chief Executive Officer of its Department of Airports and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
MICHAEL N. FEUER,
City Attorney

CITY OF LOS ANGELES

Date: _____

Date: _____

By: *Cynthia Alexander*
Cynthia Alexander (Jun 3, 2022 15:52 PDT)
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

KAMBRIAN CORPORATION, a
California corporation

By: *Henry Hsieh*
Signature (Secretary)

By: *Cathy Hsieh*
Signature

Henry Hsieh
Print Name

Cathy Hsieh
Print Name

CEO
Print Title

**FIRST AMENDMENT TO CONTRACT NO. DA-5376 BETWEEN THE CITY OF
LOS ANGELES AND ZONES, LLC TO PROVIDE SOFTWARE LICENSES AND
SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF
LOS ANGELES**

THIS FIRST AMENDMENT (“First Amendment”), made and entered into this _____ day of _____, 2022, at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation, (“City”), acting by order of and through the Board of Airport Commissioners (“BOAC”) and **ZONES, LLC**, a Washington limited liability company (“Contractor”).

RECITALS

That for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

WHEREAS, on July 3, 2019, City entered into Contract No. DA-5376 with Contractor to purchase software licenses and support services (“Contract”) for Los Angeles World Airports; and

WHEREAS, the parties hereto desire to amend this Contract as set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

Section 1.0 Section 1.0 Term of Contract shall be deleted in its entirety and replaced with the following:

“This Contract shall commence on July 3, 2019 and shall terminate on January 2, 2023, unless earlier terminated pursuant to Sections 11.0 or 12.0 below.”

Section 2.0 The first sentence of subsection 3.2 of Section 3.0 Contractor Scope and Fee is deleted in its entirety and replaced with the following:

“The compensation to Contractor shall not exceed Twenty Million Two Hundred Fifty Thousand Six Hundred Dollars (\$20,250,600) for the term of the Contract.”

Section 3.0 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of the Contract and except as expressly amended herein, all terms, covenants, and conditions of the Contract and all amendments thereto, shall remain in full force and effect.

Section 4.0 This First Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is

executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this First Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signature. If this First Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

SIGNATURE BLOCK

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by the Chief Executive Officer of its Department of Airports and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

MICHAEL N. FEUER,
City Attorney

CITY OF LOS ANGELES

Date: _____

Date: _____

By: *Cynthia Alexander*
Cynthia Alexander (Jun 3, 2022 15:52 PDT)
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

ZONES, LLC, a Washington limited liability company

By: *[Signature]*
jon bailey (May 24, 2022 16:52 PDT)
Signature (Asst. Secretary)

By: *Jessa D. Santeford*
Jessa D. Santeford (May 24, 2022 16:47 PDT)
Signature

Jon Bailey

Print Name

Jessa Santeford

Print Name

VP, Business & Legal Affairs, Asst Secretary

Print Title

VP, Finance

Print Title