FIRST AMENDMENT TO CONTRACT NO. DA-4812 BETWEEN THE CITY OF LOS ANGELES AND SITA INFORMATION NETWORKING COMPUTING USA INC. FOR ANNUAL MAINTENANCE AND SUPPORT SERVICES FOR THE TERMINAL AND AIRLINE SUPPORT SYSTEM FOR THE DEPARTMENT OF AIRPORTS

This FIRST AMENDMENT TO CONTRACT NO. DA-4812 ("First Amendment") is made and entered into this _____ day of _____, 2017, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and SITA INFORMATION NETWORKING COMPUTING USA INC., a Delaware corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-4812 dated June 19, 2013 and commencing on July 1, 2013 ("Original Contract") for annual maintenance and support services for the terminal and airline support system for the Information Management and Technology Group at LAWA; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Original Contract in order to extend the term until December 31, 2019, as set forth in this First Amendment (the First Amendment, together with the Original Contract, the "Contract");

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Lessee do hereby mutually agree that the Original Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Section 1.0 of the Original Contract is hereby deleted and replaced in lieu thereof with the following:

> "The Contract shall commence on July 1, 2013 and shall terminate on December 31, 2019, unless earlier terminated pursuant to Sections 5 and 6 below."

Section 2. The first sentence of Section 3.2 of the Original Contract is hereby deleted and replaced in lieu thereof with the following:

> "The compensation to Contractor shall not exceed Nineteen Million Six Hundred Fifty-Eight Thousand Two Hundred Fifty-Five Dollars ($19,658,255) for the term of the Contract."

Section 3. Exhibit A to the Original Contract shall be replaced with the document labeled Exhibit A attached to this First Amendment, which is hereby incorporated into the Contract by reference.

Section 4. 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 of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this First Amendment to be executed by the Chief Executive Officer 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

Date: April 20, 2017

By: _____
Deputy/~~Assistant~~ City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____
Chief Executive Officer
Department of Airports

By: _____
Ryan Yakubik
Deputy Executive Director
Chief Financial Officer

ATTEST:

By: _____
Signature (~~Secretary~~) VICE PRESIDENT

MARCIA M. GIPSON
Print Name

SITA INFORMATION NETWORKING COMPUTING USA INC., a Delaware corporation

By: _____
Signature

Randy Pizzi
President
Americas Region
Print Name

Print Title

EXHIBIT A

Proposal For

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 described airline and airport systems, products, and services that will be provided to Los Angeles World Airports (LAWA) for the following systems installed and operating at Los Angeles International Airport (LAX):

- AirportConnect Open (CUTE)
- AirportCentral (AODB)
- AirportVision (MUFIDS) (v 6)
- AirportResourceManager (RMS)
- AirportHandler (RMS)
- BagManager (BRS)
- BagMessage (BSM data feed)
- VoIP (Single-Sign-On interface Only)
- SITAText
- PASSUR (3rd party hosted data feed)
- Flightview

Our proposal to Los Angeles World Airports is a comprehensive solution that will provide superior maintenance and support of the included systems 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)
- Complete inspection of terminal resources (EVIDS, CUPPS) at least 3 times per day.
- Providing expert level technical and administrative expertise to manage and maintain all supported hardware and software, including:
    - A single point of contact per supported system, 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.
    - Knowledgeable staff capable of maintaining all covered systems.
    - 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
        - TASS Systems: 0700 to 2300 Daily

  - On-call support
    - TASS Systems: 2300 to 0700 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
  - Manage IMACs and maintain as-built documentation
  - 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
- Develop and maintain physical, logical, and data flow diagrams for all supported systems.
- Make commercially reasonable efforts to meet all applicable security policies and standards of LAWA, the Transportation Security Administration, US Customs and Border Protection, and the Federal Aviation Administration. Changes to any of these items may require changes to, or purchase of, hardware or contracted services. 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 all contracted systems and equipment to ensure functionality as designed.
- Respond to, and resolve incidents per the prescribed SLA.
- Repairs, Maintenance, Removal, and Installation of computers, displays, peripherals.
- Provide full technical maintenance and administrative support for all proprietary software and products.
- Follow manufacturer recommendations and reasonable procedures defined by LAWA 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.
- Develop, test, implement and maintain support for Disaster Recovery and Business Continuity protocols for supported systems and as defined by LAWA.
- 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.
- Asset Management - track make, model, serial numbers, quantities, locations, manufacturer warranties, and 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.
- SITA staff shall be prepared to respond to all supported terminals, and RMS client locations to provide incident, moves, adds, and change maintenance and support.
- All hardware/software shall be licensed to LAWA
- SITA will provide hardware maintenance for the following special equipment:
    - All core room equipment and Baggage Input Consoles (BICs)
        - Repairs and/or replacement covered by SITA extended warranties, and includes hardware procurement and labor costs. All hardware is owned by LAWA. All third-party software bought under the TASS implementation is licensed to LAWA.
    - All display hardware, including Dynamic Display Content computers (DDCs)
        - Repairs and replacement will be invoiced on an as- required basis, with prior approval from LAWA. Logs will be maintained. Where the manufacturer provides RCA SITA will provide applicable logs.
        - Asset Management-track make, model, serial numbers and manufacturer warranties.
    - CUPPS workstations and peripherals
- Spares management as outlined within this document (cost of spares is LAWA's responsibility).

3. Software Licenses and Software Support Covered

- SITA software
- 3rd Party software (including: Microsoft, NetApp, Vmware, Oracle, RedHat, SAP, IBM, HP, and Symantec)
- Details of 3rd party support, subscription, or maintenance contracts for the purpose of supporting TASS shall be provided to LAWA.
- Monitoring tools owned by SITA and used by SITA in support of its products are not included. Please refer to Performance and Monitoring Tools section 2.8 for a description of tools.
- 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. Service Management Model

The SITA Site Manager will have the overall operations management responsibility of the site including but not limited to Incident Management, Change Management, Crisis management, Reporting, Governance, Service Level Agreement compliance and reporting, Quality programs and continuous improvement activities and all needed escalation. Most importantly the Site

Manager will be SPOC for LAWA IT team for all matters relating to Terminal Airline Support Systems operations. The Site Manager will schedule correct level of staffing with appropriate skill levels to ensure that the on-site team is able to execute all day to day activities of TASS operations.

In addition, the Site Manager will ensure that the team is pro-actively performing Preventative Maintenance as per the schedule, local monitoring of Systems performance, Health checks of all systems, maintain constant communication with LAWA IT Manager and physical checks of various hardware deployed at Los Angeles World Airports.

The Site Administrators will provide advanced Application level support and will escalate to Third Level Support, if a problem cannot be resolved after a thorough investigation has been completed and all diagnostic procedures have been carried out. Root cause analysis will be performed on major incidents and as requested by LAWA. Incident resolution will be logged onto forms, which will be co-developed by LAWA and SITA.

This is an advanced level of support to end users or customer personnel involved in the administration of TASS products, and designated 3rd party software. This includes support for the following:

- Application support for any of the SITA products
- Technical support at the application platform level
- Schedule and spot-check the preventative maintenance of the equipment on an ongoing basis.
- Give basic training to the technical staff to perform troubleshooting of hardware, solve software problems and configure the system.
- Make sure that the shift handover of technical staff is done properly so that all projects and incidents are handled properly. Per SITA's operational policy, all technical staff utilize daily checklists and activity logs
- Assign tasks to technical staff when there are projects to be completed (i.e., new installation of hardware, site survey, system monitoring, etc.).
- Monitor the TASS System and baseline performance to maintain acceptable level of service, and alert LAWA IMTG of any abnormality to prevent downtime. Baseline reports shall be submitted to LAWA at least once every month.
- Maintenance and support of all installed core equipment, update as-builts as required and make sure that all equipment functions as expected.
- Make sure that all the spare equipment is maintained at agreed upon levels and provide spare inventory records.
- Maintain the site inventories of equipment and software, as applicable.
- Make sure that all the Work Orders given from headquarters have gone through change management and are carried out promptly.
- Problem Diagnosis: Identify the cause when application services are unavailable or are producing unexpected results. Access the system remotely and/or work with end users to perform detailed diagnostics. Determine what changes have taken place since the system was functioning as expected.

- Problem Resolution: Take action to resolve problems directly where possible, or with input and assistance from other resolver groups. Provide assistance to other resolver groups, where required, to enable problem resolution. Implement workarounds or install software patches that have been provided.
- Problem Packaging: When more specialized, advanced support is required, package problems and forward to other resolver groups, such as Engineering 3rd level support.
- Advanced support liaison: Liaise with advanced support groups and end users to perform advanced diagnostics and provide additional information
- Advanced application support: Perform and assist end-users with the use of advanced or complex functions, such as modification of parameters or adjustment of rules. A local staff will also give a presentation to LAWA twice a year with any software functionality updates.
- Advanced configuration and configuration management support: Perform maintenance and manage the application configuration, e.g. support with installing updates and maintaining latest application software levels.

SITA Technicians will have the following responsibilities, including but not limited to:

- Provide trouble shooting and support as required to assist in incident resolution.
- Provide corrective hardware and software maintenance incidents on TASS equipment.
- Schedule and perform preventive maintenance in accordance with manufacturers' recommendations, requirements, or as agreed to or directed by SITA Site Manager.
- Preventive maintenance documentation and record keeping including sign-off of equipment checks and preventive maintenance schedules.
- Analyze, identify, and correct hardware problems on TASS equipment.
- IMACs (installs, moves, additions and changes) as agreed with SITA Site Manager and LAWA IMTG.
- Assist with return and repair control of spare parts. Assist in maintaining spare parts and equipment levels and hot swap items such as replacement hard drives and other parts as necessary.
- Take pro-active measures to ensure all equipment components meet SITA specifications including but not limited to anti-virus checks, site audits, equipment and software certification/versions, patch management, and system security.
- Supports and participates in projects as required. Duties to include but are not limited to software and firmware upgrades, equipment additions/upgrades, testing, and customer signoff.
- Keep accurate records of all work performed. Follow SITA documentation and directives for all areas, including, but not limited to, all logbooks per system, reports, inventory/asset tracking, and trouble ticket records.
- Assist with replacement of consumable items such as ribbons, paper, and print heads.
- Specific assignments related to the support contract at the direction of SITA Site Manager.
- Technicians may be required to work extra hours to resolve a critical SITA provided system problem.

As part of the service review process, SITA proposes to continue the weekly meetings with LAWA and the SITA Site Manager, during which time both parties will present and review action items, which are documented in minutes. Upon approval of the minutes and issues, items will be action accordingly, and implemented. The meeting minutes will continue to be a live document, updated at the end of each meeting.

1.3. 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.

   Frequency will be adjusted as appropriate and as mutually agreed with LAWA.

   LMC

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

   TBITEC

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

   Other/Ad Hoc

   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. This includes changes to CUPPS, CUSS, APC applications, BRS, Bag Messaging, networks, EVIDS displays.

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.

1.4. Office Space

It is understood that LAWA will provide staff parking and office space at no cost to SITA in order to provide work areas for the assigned staff. SITA will also require space to establish a

repair/workbench area and storage of all spare equipment. The location of the office space and spares will have a direct impact on SITA's ability to meet the Incident Response Times.

Any offices or facilities will be maintained to LAWA's standards for its own employees, cleaned daily, include reasonable access to maintained toilettes and facilities for cleaning food utensils.

Estimated square footage needed is 1200 sq. ft.

1.5. Badging Requirements

It is SITA's policy to screen and identify the Los Angeles badging requirement to all staff at the time recruitment. The Site Manager will ensure that we are in compliance with the Airport Badge operations and hold correct level of Airport Badge per the required access area, including U.S. Customs.

LAWA will provide each SITA staff with the appropriate keys and security passcodes to be able to move efficiently within the LAX facilities and access equipment and equipment covered under this contract

1.6. 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 procurement shall identify LAWA as the owner and/or licensee.

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

SITA's operational support model includes support for Core Room, Equipment, Servers, Display Controllers, Displays, Kiosks, Workstations and Peripherals.

In the event of a problem in any of SITA's managed service areas the team of local support personnel including Site Administrators are backed up by a team of experienced professionals operating remotely to diagnose and correct any problem facing the systems. SITA has deployed ITIL in a unique model tailored to the Air Transport Industry. Within this model SITA can monitor events, perform IMACS, record incidents in a proactive manner that allows SITA to see trends and perform "root cause" analysis.

SITA will implement a robust incident resolution systems consisting of:

- Incident Management
- Problem Resolution
- Change Management

2.1. Incident Management

2.1.1. Overview

The SITA on-site team has been formed according to the skill levels that are required to deliver exceptional operational support. The primary objective of Incident Management is to process enquiries and incidents of all types and restore service as soon as possible while minimizing any negative effects on business processes.

2.1.2. Tasks

The main tasks associated with Incident Management are:

- Identify & document all enquiries and incidents
- Prioritize (i.e. determine urgency) & categorize (assess risk) of all reported incidents
- Initiate first-level support
- Implement break/fix to restore service as fast as possible
- Escalate to appropriate second- and third-level support if first- level support does not restore service
- Escalate to Senior Management Team on all major outages
    - Resolve the incident & restore service
    - Document the incident
    - Monitor, track, and communicate Incident resolution progress

- Follow-up: Identify problems through repeated incidents and document work
- Incident Management Process Flow
- Send Email notifications to LAWA for all opening, updates and closures of Incidents.

2.1.3. *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) (cost of spares is LAWA's responsibility
    - 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)

2.1.4. 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

- 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 and Trend Analysis 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).
- SITA offers optional services for annual PCI assessments and quarterly vulnerability scans. These services and their scope shall be mutually agreed between SITA and

LAWA. SITA offers optional services for annual PCI assessments and quarterly vulnerability scans; these services will be available for additional costs.

- Daily usage statistics of CUPPS, CUSS, and RMS 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

2.3.1. SEVERITY TYPE

Severity Level	Outage Type	Response 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. Escalation Processes

SITA's escalation process engages appropriate resources to resolve any service problem. In addition to the direct on site staff involved in normal escalation procedures, SITA's senior management is also committed to getting directly involved as required to resolve user concerns.

SITA's proposed notification plan, illustrated by the figure below, will utilize email and phone calls to ensure appropriate LAWA management levels are kept aware and informed during any service issues. Escalation contact information will be part of the final escalation process documentation.

The following table defines the escalation levels within SITA:

SEVERITY LEVEL ESCALATION

Sev Lvl	Response Time	Management
1	Immediate	Site Admin -> Site Manager -> Ops Director -> VP Regional Ops
2	30 min	Site Admin -> Site Manager -> Ops Director -> VP Regional Ops
3	45 min	Site Admin -> Site Manager -> Ops Director
4	60 min	Site Admin -> Site Manager -> Ops Director
5	N/A	No Escalation

2.5. Service Level Management

SITA's goal for Service Level Management is to maintain and improve on service quality through a constant cycle of agreeing, monitoring, reporting and improving the current levels of service. It is focused on the business and maintaining the alignment between the business and IT.

As part of SITA's support and maintenance services offering, SITA proposes the service level availability targets found in the table on the following page.

For all systems, SITA will accept/acknowledge incident assignment within 15 minutes of incident dispatch.

Service Levels

Item	Service	Monthly Availability Targets	Fault Response Time[1] On-site / On-call	Fault RepairTime[2] On-site / On-call	Total Restoration Time[3]
A	Critical Equipment Incidents (e.g. Core CUPPS, EVIDS, , network, interfaces, firewalls.)	99.95%	15 minutes/15 minutes	45minutes/150 minutes	60 minutes/165 minutes
B	Software Incidents (e.g. Core operating systems, Oracle, SQL, Symantec, IBM Websphere)	99.95%	15 minutes/15 minutes	45minutes/150 minutes	60 minutes/165 minutes
C	EVIDS/Airport Vision, AODB, AMS, AHM, CUPPS,.	99.95%	15 minutes/15 minutes	45minutes/150 minutes	60 minutes/165 minutes
D	Bagmessage/BagManager/ MessageBroker	99.95%	15 minutes/15 minutes	45minutes/150 minutes	60 minutes/165 minutes
E	Daktronics LEDs Hardware.	Not applicable	15 minutes/15 minutes	48 Hours	48 Hours
F	Daktronics LED Software	Not applicable	15 minutes/15 minutes	45 minutes/150 minutes	60 minutes/165 minutes
G	Display Device Controller, SBC, OPS Hardware	Not applicable	15 minutes/15 minutes	120 minutes/210 minutes	135minutes/225minutes
H	Display Device Controller, SBC, OPS client	Not applicable	15 minutes/15 minutes	45 minutes/150 minutes	60 minutes/165 minutes
I	AEG Hardware	Not applicable	15 minutes/15 minutes	48 Hours	48 Hours
J	AEG Software	Not applicable	15 minutes/15 minutes	45 minutes/150 minutes	60 minutes/165 minutes
K	NEC LCD Monitors	Not applicable	15 minutes/15 minutes	48 Hours	48 Hours
L	System Outage Report	100%	N/A	N/A	Delivery within 48 hours of Restoration[4]
M	CUPPS software	99.95%	15 minutes/15 minutes	45 minutes/150 minutes	60 minutes/165 minutes
O	Request for Information; Maintenance procedures.	100	N/A	N/A	Delivery on mutually agreed

1 Time taken between the call being acknowledged by the local SITA support staff and acknowledgement from the engineer to the customer.

2 Time to rectify the fault which restores the service starting from the engineer's response. If equipment needs to be replaced when a spare does not exist, the Restoral Time may be dependent up on the terms of the equipment supplier support agreement.

3 Total of response time and repair time.

4 If the Root Cause of an outage is not identified within 48 hours, a draft Outage Report/Reason for Outage shall be delivered within 48 hours of restoration or implementation of a work-around solution. The draft shall include time-stamped sequence of events pertaining to the outage. The final Outage Report shall be delivered within 14 days of resolution.

2.6. 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.

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.

2.7. 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.

2.8. Performance Monitoring Tools

SITA utilizes performance monitoring tools to actively monitor, collect and display availability statistics on monitored components. This tool supports our ability to monitor specific components for 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.

Monitoring Tools:

SITA utilizes HP OpenView for all CUPPS infrastructure, Kiosk Monitoring Operating Support System(KMOSS) for the Common Use Kiosks and Heroix is our tool for monitoring all servers, flight display monitors and provide performance data

2.9. 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 failover capabilities.	Monthly	SITA
Servers: AMS RedHat AODB BagManager 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
Systems: AMS AODB IBM BladeCenter, VMware IBM pSeries NetApp SAN SAN Fabric NetBackup SUN Fire Oracle	Check Health of all systems	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
Workstations (Fans, CPU, power supply, exhaust)	Visual check	Check for operation of all fans. Clean dirt from fans and exhaust holes using compressed air or micro vacuum. Repair/replace fans as necessary.	At time of service call and Quarterly	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
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 Definitions are kept up to date.	Weekly or as needed	SITA

2.10. System Backup & Restoration Overview

SITA will develop, implement and maintain a system backup plan, to facilitate disaster recovery for all contracted systems.

Symantec NetBackup solution was selected by SITA to back up RedHat Linux, Windows 2003, and VMware Virtual Machine TASS environment. Because of LAWA's requirement for redundancy in case of a disaster recovery situation, the NetBackup servers are in multiple core rooms. We are currently using the latest version of NetBackup to back up the ESX servers and VMware Virtual Machines, RedHat Linux VCS- Clustered servers, and Windows 2003 servers. We also have the NetBackup for Oracle Database to allow the "hot backup" of Oracle Databases. It uses Oracle RMAN (Recovery Manager) to back up the Oracle Databases that reside on the Linux servers and dump the backups to NetApp storage instead of backing up the databases directly to tape through NetBackup's Oracle API. Once on disk, NetBackup backs up these RMAN dump files to tape on a nightly basis.

The latest version of Symantec NetBackup Version is 7.1. Master/Media software and license is installed on an IBM 3650 server located in the DR core room, TR4B. This server, "laxnbu01", is fiber- attached via a single direct connection to an IBM TS3100 tape library. This server, which is both a NetBackup Master (i.e. stores and maintains the NetBackup catalog database) and a NetBackup Media server (i.e. connected to a backup device), is running the Server 2003 64-bit edition of Windows. Below are the "General System Properties" for this server.

For redundancy and the need for additional processing power to handle VMware Consolidated Backups (VCB) of the VMware ESX servers and their virtual machines, a NetBackup Media server is also installed in the Production/Primary core room, TR1A. This server, named "laxnbu02" is also an IBM 3650 server and is direct fiber-attached to its own IBM TS3100 tape library. This server is SAN-attached to NetApp storage via a second single port IBM OEM'd QLogic card. With the same NetApp storage visible to both the ESX servers and this NetBackup Media server, this server is configured as a VMware backup proxy server in order to create snapshots and back up the ESX servers' virtual machines.

The following are the backup policies (backup schedules, backup selections, and the retention period) for TASS servers:

RedHat Linux / Oracle Databases

- The full backup is scheduled to run every day.
- Its retention period is three years, then overwritten with new backups.
- Its backup selections of /, /boot, /dev/shm, /rman_01, /rman_03, /rman_02, /rman_04

VMware Virtual Machines

- The full backup is scheduled to run every day.

Note: This backup policy uses VMware Consolidated Backup (VCB) snapshots for backing up VMware ESX server virtual machines. "laxnbu02" is the "backup proxy server" for this environment.

- Its retention period is 1 month, then overwritten with new backups.
- Its backup selections of ALL_LOCAL_DRIVES

Windows 2003 Servers

- The full backup is scheduled to run every day.
- Its retention period is 1 month, then overwritten with new backups.
- Its backup selections of ALL_LOCAL_DRIVES

NetBackup Catalog DB

- This full backup schedule specifies that the backup job run automatically once a day.
- Its retention period is 2 weeks, then overwritten with new backups.
- Its backup selections of NetBackup Catalog Databases

Restoration

- To restore data, the procedure is to initiate the restore from the "Backup Archive, and Restore" GUI from the Client or Master/Media server ("laxnbu01").

Final Notes

- NetBackup is a software package that requires daily administration and management, making sure backup jobs from the previous night are completed successfully. Technical staff will follow SITA operational procedures logging notes in activity logs.

2.11. Standards Compliancy

SITA will maintain compliance with the latest version of standards within 6 months of finalization, or as otherwise required by LAWA. Current Common standards shall include:

- IATA - Common Use Passenger Processing (CUPPS) - RP 1797
- IATA - Standardized Data Exchange RP 1741
- IATA - Resolutions and Recommended Practices
- ACI - Recommended Practices and Technical Standards

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.

Service	Monthly Subtotal	Break-down	CUPPS	EVIDS / AirportVision	AODB / AirportCentral	AirportResource Manager	Airport Handler	Bag Message	Bag Manager	PASSUR	FlightView	SITATEXT
SW Licenses & L3 Support	$53,447	TBIT	$1,319	$3,030	$2,980	$2,412	$1,703		$5,898	$24,375	$2,450	$410
		T1		$2,093								
		T2		$1,557				$1,388	$195			
		T3	$729	$287				$2,620				
		T7										
Hardware Maintenance	$14,923	TBIT	$3,898	$1,488	$1,464	$1,185	$836		$1,829			$83
		T1		$1,028								
		T2		$765					$61			
		T3	$2,145	$141								
		T7										
On-Site L1 & L2 Support, Consumables Re-Stocking	$114,462	TBIT	$24,836	$19,498	$5,265	$12,292	$8,677		$7,486	$2,003	$1,717	$1,431
		T1		$13,471								
		T2		$10,021				$1,964	$248			
		T3		$1,845				$3,707				
		T7										
Consumables	$624	TBIT & T3	$624									
AMS Migration to Nash Data Center Recurring Charges	$2,518											
Total Monthly Charge	**$185,974**											

3.1. Pricing Assumptions

- The new maintenance contracts start as of June 1, 2017 and is kept in place for at least 31 months
- It is assumed that MessageBroker (on-site instance of BagMessage) is de-commissioned by end of 2017 and out of scope of this proposal

End of Proposal

SITA
Create success. Together

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N° NV 1556

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.

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.

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N° NV 1555

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

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.