

FIRST AMENDMENT TO CONTRACT NO. DA-5615 BETWEEN THE CITY OF LOS ANGELES AND AXELLIANT, LLC FOR SUPPLY AND DELIVERY OF IT EQUIPMENT, SUPPLIES AND RELATED SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES

This FIRST AMENDMENT TO CONTRACT NO. DA-5615 ("First Amendment") is made and entered into this _____ day of _____, 2025, 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 AXELLIANT, LLC, a California limited liability company (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5615 dated March 9, 2023 (the "Contract") for supply and delivery of IT equipment, supplies, and related services for LAWA; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract as set forth in this First Amendment;

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

AMENDMENTS

Section 1. Section 1.1 of the Contract is hereby deleted and replaced in lieu thereof with the following:

"The term of this Contract shall commence on March 9, 2023 and shall terminate on September 8, 2028, unless earlier terminated pursuant to Section 11 below."

Section 2. The first sentence of Section 3.2 of the Contract shall be deleted and replaced with the following:

"The compensation to Contractor shall not exceed Nine Million One Hundred Seventy-Three Thousand Six Hundred Seventy-Eight Dollars (\$9,173,678)."

Section 3. 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

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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.

8 **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.

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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:

HYDEE FELDSTEIN SOTO,
City Attorney

Date: _____

By: _____
Deputy/Assistant City Attorney

CITY OF LOS ANGELES


By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: _____

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

By:  _____
Signature (Secretary)

Shahzad Munawwar
Print Name

AXELLIANT, LLC, a California limited liability company

By:  _____
Signature

Asif Hudani
Print Name

CEO
Print Title

FIRST AMENDMENT TO CONTRACT NO. DA-5616 BETWEEN THE CITY OF LOS ANGELES AND ZONES, LLC FOR SUPPLY AND DELIVERY OF IT EQUIPMENT, SUPPLIES AND RELATED SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES

This FIRST AMENDMENT TO CONTRACT NO. DA-5616 ("First Amendment") is made and entered into this _____ day of _____, 2025, 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 ZONES, LLC, a Washington limited liability company (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5616 dated March 9, 2023 (the "Contract") for supply and delivery of IT equipment, supplies, and related services for LAWA; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract as set forth in this First Amendment;

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

AMENDMENTS

Section 1. Section 1.1 of the Contract is hereby deleted and replaced in lieu thereof with the following:

"The term of this Contract shall commence on March 9, 2023 and shall terminate on September 8, 2028, unless earlier terminated pursuant to Section 11 below."

Section 2. The first sentence of Section 3.2 of the Contract shall be deleted and replaced with the following:

"The compensation to Contractor shall not exceed Six Million Five Hundred Forty-Eight Thousand Six Hundred Seventy-Eight Dollars (\$6,548,678)."

Section 3. 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.

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:

HYDEE FELDSTEIN SOTO,
City Attorney

Date: _____

By: _____
Deputy/Assistant City Attorney

CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: _____

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:



By: 
Russell Day Feb 19, 2025 08:42 PST
Signature (Secretary)

Russell Day

Print Name

ZONES, LLC, a Washington limited liability company

By: 
Signature

Imran Yunus

Print Name

VP Public Sector

Print Title