

**FIRST AMENDMENT TO CONTRACT NO. DA-5602 BETWEEN THE CITY OF LOS ANGELES AND AMADEUS AIRPORT IT AMERICAS, INC. FOR SOFTWARE LICENSE AND MAINTENANCE SUPPORT FOR PROPWORKS REVENUE INVOICING SYSTEM FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS ANGELES**

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This FIRST AMENDMENT TO CONTRACT NO. DA-5602 (“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 **AMADEUS AIRPORT IT AMERICAS, INC.**, a Delaware corporation (hereinafter referred to as “Contractor”).

**RECITALS**

WHEREAS, City and Contractor previously entered into Contract No. DA-5602 dated January 25, 2023 (the “Contract”) for software license and maintenance support of the PROPworks revenue invoicing system for LAWA; and

WHEREAS, Contractor retains proprietary and intellectual property rights to the licensed software and is the only authorized provider of the software license and maintenance support; 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 shall be deleted and replaced with the following:

“The term of this Contract shall be for a period commencing on January 1, 2023 and expiring on December 31, 2028, unless earlier terminated pursuant to Sections 5 and 6 below. City shall have two (2) one (1) year renewal options, exercisable in the sole discretion of the Chief Executive Officer.”

**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 Seven Hundred Seventy-Seven Thousand Seven Hundred Eighty-One Dollars (\$777,781).”

**Section 3.** Section 3.9 of the Contract is deleted.

**Section 4.** The following language from Section 8.1 of the Contract is deleted.

“for any and all other losses founded upon or alleged to arise out of, pertain to or relate to the Contractor’s and/or Sub-Contractor’s performance of the Contract”

**Section 5.** Except as solely required by applicable law, including Los Angeles City Charter Article II, Sections 271, 272 and 273, notwithstanding anything stated to the contrary in Section 8 of the Contract, the Contractor will control the defense of any such third party claims for which Contractor has an indemnity obligation, provided that any settlement will not bind City to perform any obligation absent the City’s written consent.

**Section 6.** The last sentence of Section 8.2 of the Contract commencing with “Contractor further agrees to...” is deleted.

**Section 7.** Section 8.5 of the Contract is deleted.

**Section 8.** Exhibit B-Rates & Terms Schedule to Exhibit A of the Contract is amended as follows beginning on January 1, 2026.

ITEM	DESCRIPTION	QTY	UNIT	UNIT SELL PRICE	TOTAL EXTENDED SELL PRICE
<b>PROPworks® Maintenance and Support</b>					
1	Annual Maintenance and Support January 1, 2026– December 31, 2026	1	LOT	\$35,568.26	\$35,568.26
2	Annual Maintenance and Support January 1, 2027 – December 31, 2027	1	LOT	\$36,635.31	\$36,635.31
3	Annual Maintenance and Support January 1, 2028 – December 31, 2028	1	LOT	\$37,734.37	\$37,734.37

*a. The rate reflects a 3% annual increase.*

**Section 9.** Contractor reserves the right to modify, update, replace or discontinue (a “Modification”) products and related support and maintenance *provided that*, (i) Contractor will provide City with reasonable advance notice of any material Modification, and (ii) upon City’s request, the parties will agree to equitable adjustments to applicable charges for any such discontinued product and/or services.

**Section 10.** 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 11.** 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:**

**CITY OF LOS ANGELES**

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

HYDEE FELDSTEIN SOTO,  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

By: \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

**ATTEST:**

**AMADEUS AIRPORT IT AMERICAS, INC.,** a Delaware corporation

By: Augusto de Macedo Santos  
Augusto de Macedo Santos (10/15/2025 09:29:34 EDT)  
Signature (Secretary)

AUGUSTO P. DE MACEDO SANTOS  
\_\_\_\_\_  
Print Name

By: Augusto de Macedo Santos  
Augusto de Macedo Santos (10/15/2025 09:29:34 EDT)  
Signature

AUGUSTO P. DE MACEDO SANTOS  
\_\_\_\_\_  
Print Name

SVP AIRPORTS AND BORDERS, AMERICAS  
\_\_\_\_\_  
Print Title