

**MASTER CONTRACT FOR PRODUCTS AND SERVICES
CITY OF KANSAS CITY, MISSOURI – AVIATION DEPARTMENT**

CONTRACT NO: 6222030011

DESCRIPTION: Operation and maintenance service of low voltage IT systems in the new terminal facility at Kansas City International Airport.

THIS Contract between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation, by and through its Aviation Department ("CITY") and SITA Information Networking Computing USA Inc. ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) any and all Attachments, Schedules and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Attachment A: Scope of Service

Attachment B: Support Schedules

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on substantial completion of the new terminal facility on or around February 2, 2023 and shall end on February 1, 2028. The Director of Aviation is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. Ninety (90) days prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion may renew this Contract for up to five (5) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract. CONTRACTOR may provide to CITY termination assistance (including assistance for the migration of data from the relevant Systems) for a period of up to ninety (90) calendar days (or longer, if so agreed between the parties) after the date of termination, subject to CONTRACTOR and the CITY agreeing in advance the exact duration, scope and applicable fees for such transition assistance. CONTRACTOR will use all reasonable endeavors to minimize the cost of transition assistance to the CITY. Should the CITY elect not to engage CONTRACTOR to provide assistance with data migration, CONTRACTOR shall not be liable to the CITY for any loss or damage occasioned to data during its migration.

Sec. 3. Compensation.

- (a) The amount the CITY shall pay CONTRACTOR under the initial term of this Contract is two million three hundred forty eight thousand six hundred fifty seven dollars (\$2,348,657.00). CITY shall pay CONTRACTOR for services detailed in Attachment A – Scope of Service (“Services”).
- (b) Contractor shall invoice the City as provided in Sec. 5 below.
- (c) The prices established in Section 3A of this Agreement shall remain firm during the Initial Term. Compensation for each Renewal Term will be negotiated by the parties and agreed upon no later 60 days prior to the start of any Renewal Period.

Sec. 4. Effective Date of Contract. This Contract will become effective when the City’s Director of Finance has signed it.

Sec. 5. Charges and Invoices.

- (a) CITY will pay to CONTRACTOR the Charges in accordance with this Contract. Unless otherwise specified in the Pricing Schedule to Attachment A, which is attached hereto and fully incorporated herein, or elsewhere in this Contract:
 - 1. CONTRACTOR may commence invoicing the Charges for a Service from the actual date when CONTRACTOR made the Service available for use by CITY;
 - 2. CONTRACTOR may issue invoices electronically;
- (b) CONTRACTOR will invoice the Charges for a Service on a monthly basis and will submit to CITY a request for payment (hereinafter “Invoice”) for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable. CITY shall pay CONTRACTOR all Invoices submitted in through direct debit, or, if direct debit is not available to the CITY as a method of payment, by bank transfer, in immediately cleared funds to CONTRACTOR’s nominated bank account within 30 days of receipt, unless there is a good faith dispute in accordance with Section 5 (c).
- (c) If CITY has a good faith dispute regarding Charges or an Invoice, City must make such claim within one (1) month from the date of issue of the relevant CONTRACTOR invoice.
- (d) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (e) CITY shall not process CONTRACTOR’s Invoice unless CONTRACTOR’s Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (f) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

Sec. 6. Representations and Warranties of Contractor. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws on the state of Missouri.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-law and do not result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.

- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels place thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants that are intended to survive termination herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non-conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon sixty (60) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part..

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in material default or material breach of any provision of this Contract, CITY may terminate the Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and thirty (30) days opportunity to cure such default or breach or provide City with an agreed upon path to resolution.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and thirty (30) days to cure such default or breach.

Sec. 11. Waiver. Waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the party waiving its right(s), and forbearance or indulgence by the waiving party in any regard whatsoever shall not constitute a waiver of same to be performed by the non-waiving party to which the same may apply and, until complete performance by non-waiving party of the term, covenant or condition, the waiving party shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with Contractor's delivery of and billing for Services under this Contract and all Contract amendments and renewals but shall not include personnel files or other information protected by confidentiality or by law.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records no more than once per year at a mutually agreed upon time, place and manner, and CONTRACTOR shall provide reasonable access to CITY of all Records upon the ten (10) business days written notice from the City, at no cost to City. Any additional audits in a calendar year will be charged to the City. Audits may be continuing in nature and require review of information and or additional information from CONTRACTOR. Any additional audits in a calendar year may be charged to City.
- (c) Records shall be provided in a mutually agreed upon format.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Office of Civil Rights and Equal Opportunity (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CEO at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity (CREO) Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceeded \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide a tax clearance letter or other proof of compliance with the CITY's property, sales and use, and earnings and profits tax ordinances as administered by the CITY's Commissioner of Revenue, for the calendar year preceding the commencement of this contract as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY a tax clearance certificate or other proof of compliance with the CITY's property, sales and use, and earnings and profits tax ordinances as administered by the CITY's Commissioner of Revenue ~~for the calendar year filing periods beginning with the calendar period in which this contract commences, and for all subsequent calendar year periods which encompass this contract period to the extent that such tax filings are due prior to the CITY's final payment date,~~ as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. Reserved.

Sec. 17. Service of Process. In addition to the methods of service allowed by the State of Missouri, CONTRACTOR hereby consents to service of process upon it by registered or certified mail, return receipt requested or overnight delivery by a nationally recognized carrier, and with a courtesy copy sent via electronic mail to amer.contract.management@sitaaero.com for either method. Service hereunder shall be complete upon CONTRACTOR's actual receipt of process or upon the CITY's receipt of the return thereof by the United States Postal Service as refused or undeliverable. CONTRACTOR must promptly notify the CITY, in writing, of each and every change of address to which service of process can be made. Service by the CITY to the last known address shall be sufficient. CONTRACTOR will have the longer of thirty (30) calendar days or the time provided in the applicable rules of civil procedure, after service hereunder is complete in which to respond.

Sec. 18. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by personally delivering the same in person to such person, or by overnight delivery by a nationally recognized carrier, and for any method, such will include a courtesy copy sent via electronic mail to amer.contract.management@sitaaero.com. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract as of the date of receipt. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:

City of Kansas City, Missouri
Aviation Department
Pat Klein, Director
601 Brasilia Avenue
Kansas City, MO 64153
816-243-3000
pat.klein@kcmo.org

If to the CONTRACTOR:

SITA Information Networking
Computing USA Incorporated
Legal Department
3100 Cumberland Blvd. SE, Suite 900
Atlanta, GA 30339
Amer.contract.management@sitaaero.com

Sec. 19. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
 - 1. Claims means all claims, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 - 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 - 3. CITY means CITY, its Agencies, its agents, officials, officers, contractors and employees.
- (b) CONTRACTOR's obligations under this Section will respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to \$2 million. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all third-party claims arising out of or resulting from acts or omissions in connection with this Contract that are caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. However, CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY or to the extent that such Claims were solely caused by a party outside of the control of CONTRACTOR.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 20. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all third-party claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions occurring and caused as a result of CONTRACTOR or CONTRACTOR's Agents, delivery of Services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts or omissions of

CITY or any of its agencies, officials, officers, or employees or third parties outside of the control of CONTRACTOR.

Sec. 21. Limitation of Liability

- (a) Contractor's liability to City and its agents with respect to claims arising out of or in connection with the services provided by Contractor under this contract, whether for breach of contract, in tort (including negligence), under statute or any other law, is limited to an amount equal to two times the amount of all charges paid under this contract at the time of the event giving rise to the claim or \$4,000,000, whichever is greater notwithstanding anything else in this contract, Contractor's liability will be reduced to the extent the loss or damage is caused by the City, City's agents or a third-party outside of the control of Contractor.
- (b) Nothing in this Contract operates to limit or exclude a party's liability for:
 - 1. Death or personal injury caused by its negligence;
 - 2. Fraudulent misrepresentation; or
 - 3. Any other liability which cannot be excluded or limited under applicable law.

This Contract sets out the fullest extent of the parties' obligations and liabilities arising out of or in connection with this contract and there are no conditions, warranties, representations or terms, expressed or implied that are binding on the parties except as specifically stated or contemplated herein. Any condition, warranty, representation or other term which might otherwise be implied into or incorporated in the contract, whether by statute, common law or otherwise, is hereby expressly excluded.

Sec. 22. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
 - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
 - 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 - 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
 - 5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and

obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
 - b. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event

CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.

- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 23. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering into a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree to work together and cooperate to resolve any ambiguity in this Agreement,
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 24. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 25. Guaranteed Lowest Pricing. Reserved.

Sec. 26. Assignability and Subcontracting.

- (a) Assignability. The CONTRACTOR shall not assign or transfer any part or all of CONTRACTOR's obligation or interest in this Contract without prior written approval of City, which approval shall not be unreasonably withheld. If CONTRACTOR shall assign or transfer any of its obligations or interests under this Contract without the CITY's prior written approval, it shall constitute a

material breach of this Contract. This provision shall not prohibit CONTRACTOR from subcontracting as otherwise provided for herein.

- (b) Subcontracting. CONTRACTOR shall not subcontract any part or all of CONTRACTOR's obligations or interests in this Contract unless the subcontractor has been identified in a format required by CITY. If CONTRACTOR shall subcontract any part of CONTRACTOR's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve CONTRACTOR of any of its responsibilities under the Contract, and CONTRACTOR shall remain responsible to CITY for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. CITY shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by CONTRACTOR, and to require that any subcontractor cease working under this Contract. CITY's right shall be exercisable in its sole and subjective discretion. CITY shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. CONTRACTOR shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing CONTRACTOR's services hereunder.

Sec. 27. Professional Services - Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 28. Intellectual Property Rights.

- (a) All intellectual property rights in the Services and CONTRACTOR's products are either licensed to or are the property of CONTRACTOR and other than as expressly provided in this Contract, this Contract does not convey to the CITY any right, title or interest in them.
- (b) CONTRACTOR hereby grants to the CITY a non-transferable, non-exclusive license to use the CONTRACTOR materials or the Service Data for the purposes of this Contract or for the City's internal purposes, for the term. Unless otherwise agreed by the parties and in accordance with the terms of this Contract, the CITY undertakes not to use, or authorize any third party to use, the CONTRACTOR Materials or the Service Data for a purpose not related to the scope of this Contract.
- (c) The parties agree that other than as provided in this Contract, nothing in this Contract transfers ownership in, or otherwise grants any rights in, any intellectual property rights of a party.
- (d) If either party provides any material to the other party that contains any intellectual property rights which were developed independently of this Contract by the first party ("Pre-Existing Material"), then the first party grants to the other party a non-transferable, non-exclusive, royalty-free license to use the Pre-Existing Material during the term, in relation to which it was provided, solely for the purpose of:
 - 1. in the case of CONTRACTOR, performing its obligations to the CITY under this Contract in relation to such Service; and
 - 2. in the case of the CITY, using such Service in accordance with the terms and conditions of this Contract.
- (e) If, in the course of performing its obligations under this Contract or providing the Service, CONTRACTOR (whether alone or jointly with the CITY) develops any material in which any intellectual property rights arise ("Developed Material"), then all such intellectual property rights shall vest in CONTRACTOR. To this end, where relevant, the CITY absolutely, unconditionally and irrevocably assigns to CONTRACTOR in perpetuity all intellectual property rights throughout the world that it may have in the Developed Material and will obtain any

waivers and consents necessary to enable CONTRACTOR to freely use and exploit that Developed Material. This assignment operates as an assignment of future intellectual property rights to the extent that the Developed Material is not in existence at the Effective Date of this Contract.

(f) For the purposes of this section,

1. City Data shall mean, in respect of the Services provided by CONTRACTOR, the data and files provided by City to CONTRACTOR for input into such service; and
2. Service Data shall mean performance data regarding the service and the output provided by CONTRACTOR to City as a result of City's use of a service, excluding City Data.
3. City shall at all times be the sole owner of City Data and reserves all rights therein, subject to the licenses granted to CONTRACTOR herein.
4. All Service Data shall be the property of SITA from the date of its creation or development. No Service Data created or developed by the integration of City Data under this Service Agreement shall become the property of the City provided that the risk and responsibility for the loss of, or damage to, any City Data shall remain with the City. Contractor does not regularly maintain back-ups of City Data. In the event that City Data is lost, damaged or destroyed, City's sole remedy shall be the repair or restoration of such City Data by CONTRACTOR provided that such CONTRACTOR can reasonably perform such and City furnishes CONTRACTOR with all source data in machine readable form, as necessary for such repair or restoration.
5. City hereby grants to CONTRACTOR a non-transferable, non-exclusive, license to use City Data solely for the purposes of this Contract. CONTRACTOR may use City Data for the provision of Services to City, except that SITA may use Anonymized City Data for its industry business purposes; provided that City Data to be used in accordance with part (b) will be anonymized as soon as reasonably practical. "Anonymized" means data whereby: (a) City is not identifiable as the source; (b) City Data has been de-identified to remove all personally identifiable information; (c) the City Data has been aggregated with data from other sources; and (d) neither Customer nor any third party can, associate the City Data with City

Sec. 29. Minority and Women's Business Enterprises. Reserved.

Sec. 30. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees who are assigned to provide services under this Contract, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 31. Trade-In. Reserved.

Sec. 32. Time of Delivery. Reserved.

Sec. 33. F.O.B. Destination. Reserved.

Sec. 34. Quality. Reserved.

Sec. 35. Price. Prices quoted are to be firm and final.

Sec. 36. Brand Name or Equal. Reserved.

Sec. 37. Commercial Warranty. The CONTRACTOR agrees that it will provide a warranty in accordance with Section 2.1 of Schedule 10 – Pricing Schedule.

Sec. 38. Discounts. Reserved.

Sec. 39. Sellers Invoice. Reserved.

Sec. 40. Inspection and Acceptance. Reserved.

Sec. 41. Loss and Damaged Shipments. Reserved.

Sec. 42. Late Shipments. Reserved.

Sec. 43. Tax Exemption - Federal and State.

- (a) The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- (b) The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 44. Emergencies.

- (a) Disaster means any large-scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity, which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide reasonable services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the obligations of this Contract during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operations during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster. If no agreed upon contract prices exist in this Contract, CITY shall pay CONTRACTOR for the then-current market prices.
- (d) CONTRACTOR shall quickly and reasonably mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds, in order to meet the obligations of this Contract.

- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary, for scope under this Contractor. CONTRACTOR's Call Center shall accept phone calls 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed, to meet the obligations of this Contract.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA)

Sec. 45. Annual Appropriation of Funds.

- (a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense and are not subject to any subsequent appropriation of funds. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- (b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Director of Aviation is aware of the non-appropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 46. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, CONTRACTOR certifies CONTRACTOR will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or CITY has granted CONTRACTOR an exemption.

Sec. 47. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and CONTRACTOR employs at least ten (10) employees, pursuant to Section 34.600, RSMo., by executing this Contract, CONTRACTOR certifies it is not currently engaged in and shall not, for the duration of this Contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 48. Compliance with Nondiscrimination Requirements. During the performance of this Contract, the CONTRACTOR, for itself, its assignees, and successors in interest agrees as follows:

- (a) with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and make a part of this contract.
- (b) Non-discrimination. The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- (d) Information and Reports. The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance. In the event of a CONTRACTOR's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
 - 2. Cancelling, terminating, or suspending a contract, in whole or in part.

- (f) **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Sec. 49. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination states and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Sec. 50. Federal Fair Labor Standards Act (Federal Minimum Wage). All contract and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Sec. 51. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Sec. 52. Right to Amend. In the event that the Federal Aviation Administration or its successors requires modification or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the CONTRACTOR agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required. CONTRACTOR will notify CITY of additional charges which may apply as a result of these changes.

Sec. 53. Immigration and Control Act of 1986. CONTRACTOR understands and acknowledges the applicability of the IRCA to it. CONTRACTOR agrees to comply with the provisions of IRCA as it applies to its activities under this Contract and to permit the CITY to inspect its personnel records to verify such compliance.

Sec. 54. Restricted Areas/Safety. CONTRACTOR will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. CONTRACTOR shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. CONTRACTOR shall fully comply specifically with 49 CFR Part 1540 – Civil Aviation Security; 49 CFR Part 1542 – Airport Security; 49 CFR Part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if CONTRACTOR is an air carrier); and 49 CFR Part 1546 – Foreign Air Carrier Security (if CONTRACTOR is a foreign air carrier). CITY has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 1542. CONTRACTOR agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to CONTRACTOR shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the CONTRACTOR that

CONTRACTOR is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 1542. In the event CONTRACTOR, its officer, employees, invitees or sub-contractors cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, CONTRACTOR shall be liable to CITY for an amount equal to any civil penalty imposed on CITY for such violations and hereby agrees to indemnify CITY for any such federal civil penalties, provided CITY shall promptly notify CONTRACTOR in writing of any claimed violations so as to permit CONTRACTOR an opportunity to participate in any investigation or proceedings.

Sec. 55. Additional Records Requirements. In addition to the requirements related to Records in Section 13 of this Contract, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives shall have a right to examine or audit all Records and CONTRACTOR shall provide access to them of all Records upon ten (10) business days written notice.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

By: _____

Title: _____

Date: _____

(Affix Corporate Seal)

Approved as to form:

Assistant City Attorney (date)

KANSAS CITY, MISSOURI

By: _____

Pat Klein
Director of Aviation

Date: _____

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (date)

MASTER CONTRACT FOR SERVICES **ATTACHMENT A - SCOPE OF SERVICE**

DESCRIPTION:

After extensive discussions, CITY and CONTRACTOR have discussed the scope of onsite verses remote support services required and jointly agreed on the below responsibilities which CONTRACTOR will provide, beginning on the date of substantial completion of the new terminal facility, on or about February 2, 2023, remote support services and CITY will provide onsite support services. In summary, CONTRACTOR's Scope of Service includes the following:

CONTRACTOR to provide remote software / application support and all relevant licensing for the following systems:

- SITA CUTE service (SITA Flex Hybrid) (Schedule 1)
- SITA CUSS kiosk services (Schedule 2)
- EVIDS (FIDS, GIDS, BIDS, etc.) (Schedule 3)
- 76 IPTV screens/endpoints (Vitec Global Gold Service Level) (Schedule 6)
- 20 desk mounted Facepods with Biometrics for US Exit using CBP TVS (Schedule 4)
- BSM at entire airport for all airlines (Schedule 5)
- Includes 24x7 CONTRACTOR Service Desk and remote software application support and remote maintenance..... (Schedule 8)

CITY will be responsible for Level 1 onsite technicians for Breakfix Maintenance and preventative services, hardware repairs, paper/consumables and resolving hardware incidents for all CONTRACTOR systems at the terminal as described further in Schedule 9.

The following table represents the separation between the two periods and charges included verses incremental charges: Year 1 Warranty, which is included in the "Project", and Years 2-5 as part of the Operations and Maintenance (O&M) contract.

	Year 1 Project February 2, 2023 – February 1, 2024	Years 2 - 5 O&M February 2, 2024 - February 1, 2028
CONTRACTOR Service Desk ("Helpdesk")	Included in Siemens-SITA project/contract.	CONTRACTOR's Service Desk (Helpdesk) will receive calls from CITY for any incidents regarding the supported services. Charges for Years 2-5 reflected in Pricing Schedule.
Level 1 Field Services	KCAD will be responsible for the Level 1 Technicians. CONTRACTOR will assign a remote Customer Success Manager who will be CITY's main contact should CITY's Level 1 tech's require additional support.	CITY will be responsible for the Level 1 Technicians. CONTRACTOR will assign a remote Customer Success Manager who will be CITY's main contact should CITY's Level 1 tech's require additional support.

<i>(continued)</i>	Year 1 Project February 2, 2023 – February 1, 2024	Years 2 - 5 O&M February 2, 2024 - February 1, 2028
Warranty Management	This was included in the original Siemens contract, to be performed by a remote team, in conjunction with the Siemens-SITA project/contract.	In Year 2, most hardware will be outside of its OEM Warranty. Any additional OEM warranty or hardware Break/fix coordination will be managed by CITY
CONTRACTOR Licenses for CUTE, CUSS, EVIDS	Included in Siemens-SITA project/contract.	Charges for Years 2-5 reflected in Pricing Schedule.
IPTV	Included in Siemens-SITA project/contract.	Charges for Years 2-5 reflected in Pricing Schedule.
BagMessage	Included in Siemens-SITA project/contract	Charges for Years 2-5 reflected in Pricing Schedule.
Level 2 & 3 Software Management and Administration	(SITA CUTE, CUSS, EVIDS) Included in Siemens-SITA project/contract.	Charges for Years 2-5 reflected in Pricing Schedule.
Level 2 & 3 Software Management and Administration	(Biometric US Exit using CBP TVS) Included in Siemens-SITA project/contract.	Charges for Years 2-5 reflected in Pricing Schedule.
CONTRACTOR's Airport Customer Success Manager	Siemens-SITA project/contract includes a remote Customer Success Manager to work with Siemens on the Warranty.	Charges for Years 2-5 reflected in Pricing Schedule.

CHANGE CONTROL:

Each party may request additional work over and above the work stated in this Attachment, using the change request form, provided in Appendix 1 (Change Request Form), signed by appropriately authorized representatives of the parties.

**MASTER CONTRACT FOR SERVICES
ATTACHMENT A. APPENDIX 1 – CHANGE REQUEST FORM**

Change Request No. []

SECTION A Contract Details
In accordance with the terms and conditions of the [contract name] Agreement, executed between [SITA Entity] ("SITA") and [Customer Legal Name] ("Customer") on [Effective Date], the Customer requests SITA to provide the additional equipment, as described below, at the location specified in this Change Order.
Contract Name:
Parties:
Reference no:
Effective date (if known):
SECTION B Details of proposed Change
Title of the proposed Change:
Service(s) to which the proposed Change relates:
Description of the proposed Change: <i>[Describe the proposed Change in detail with an explanation of its importance] [Attach supporting information if appropriate]</i>
Clause(s) and/or schedule(s) of the Contract which will be modified (if any): <i>[if necessary, provide wording of any new / amended provisions]</i>
SECTION C Impact of proposed Change Request (for information, impact assessment and resource planning only)
☐ Cost ☐ Delivery date / timetable / other date ☐ Functionality ☐ Performance ☐ Resources ☐ Other system ☐ Documentation ☐ Training needs ☐ Third Party ☐ Other (please specify) _____
Description of impact(s): <i>[provide a detailed description of the selected impact(s)]</i>
SECTION D Cost
Cost implications of the proposed Change: <i>[Include details of whether the current cost (if any) is reduced or increased]</i>

SECTION E
Approval of proposed Change

SITA and Customer confirm that they have each read the information contained in this Change Request Form, approve the proposed Change Request as set out above, and agree that the Contract shall be treated as having been amended accordingly:

For and on behalf of SITA

Signed for and behalf of SITA by its duly authorized representative:

(Signature)

Name:

Title:

Date:

Signed for and behalf of Customer by its duly authorized representative:

(Signature)

Name:

Title:

Date:

Agreement

This Change Order constitute part of the Service Agreement, and the definitions in the Service Agreement apply to this Change Order. All terms and conditions of the Service Agreement not modified by this Change Order remain unchanged. The Service Agreement, as modified by this Charge Order constitutes the entire agreement between the parties with respect to the matters contemplated therein and supersedes all other representations of the parties, whether written or oral, except if fraudulently made.

Approval

**MASTER CONTRACT FOR SERVICES
ATTACHMENT B - SUPPORT SCHEDULES**

Schedule 1– Service Schedule for SITA Flex Hybrid

Version 210322

1 Definitions

The following words have these meanings in this Schedule:

Airport User means grand handlers, airlines and DCS providers.

API means Application Programming Interface.

Core Room means the location of the server(s) supporting the Service.

IT means information technology.

Restricted Data means any of the following data provided by CITY, any Airport User (including ground handlers, airlines and DCS providers) and/or any other party on behalf of CITY or Airport User: a) any Confidential Information; b) any Personal Data; and c) any other data in excess of any agreed limits.

Self-Service Bag Drop means a CONTRACTOR bag-drop unit and/or software application.

Self-Service Kiosk means a CONTRACTOR self-service product that allows passengers to perform all the necessary transactions for a flight check-in and generate the required documents.

Smart Path™ means the CONTRACTOR service module with the capability of biometric identity management.

Service means the service described in paragraph 2 of this Schedule.

Service Hardware means the following components of the Service:

- (a) operating software and,
- (b) third-party software for all components

Upgrade means a version or release of the API intended to have new or improved functionality or any other new version or release of the API.

UPS means uninterruptible power supply.

WiFi means wireless fidelity.

Terms used but not defined herein shall have the same meaning as otherwise defined in the Contract, including any other Contract Documents thereto.

2 Service Description

2.1 Service Overview

2.1.1 SITA Flex Hybrid is a module (reference ID 60001) within SITA Flex product (reference number 32791). It is a platform that enables a network of workstations and peripherals to be used interchangeably by the airport and the airlines and handling agents as Airport Users operating at the airport to access their respective IT applications.

2.2 Standard Features

2.2.1 The Service includes support by CONTRACTOR of Server and other device Software, the types, number, specification of which, and installation at Site for which, are set out in the Equipment Schedule.

2.2.2 The Service supports:

- (a) access to relevant departure control systems using industry standard protocols;
- (b) simultaneous use of several applications on workstations;
- (c) use of the following peripherals used in passenger processing, such as, boarding pass printers, bag tag printers, document printers, boarding gate readers, bar code readers, card

- readers, passport readers, self-bag drops, self-boarding gates, payment devices and biometric devices; and
 - (d) a set of APIs to enable CITY to create native API applications.
- 2.2.3 As part of the Service, CONTRACTOR will provide 24 x 7 software monitoring as agreed elsewhere in the Contract.
- 2.2.4 The following is within the scope of the Service for the purposes of technical and organizational security measures:
 - (a) Availability and resilience of the Service;
 - (b) Confidentiality and integrity of the Personal Data transmitted or received over the Service by any processing systems managed by CONTRACTOR (or their authorized sub-processors);

2.3 Exclusions

- 2.3.1 The following are excluded from the Service.
 - (a) Any terminal IT infrastructure equipment other than listed in the Equipment and Pricing Schedule;
 - (b) Airport internet or WiFi connection usage cost; and internet connectivity
 - (c) Any modifications to Airport Users' applications.
- 2.3.2 The following is out of scope of the Service and not covered by technical and organizational security measures:
 - (a) Availability and resilience of any processing systems not managed by CONTRACTOR (or their authorized sub-contractors) that is connecting to the Service; and
 - (b) Confidentiality and integrity of the Personal Data transmitted or received over the Service by any processing systems not managed by CONTRACTOR (or their authorized Sub-Processors):
 - (i) Examples of processing systems which are not managed by CONTRACTOR (or their authorized Sub-Processors) may include (but not be limited to) the following:
 - I. internet and other networks
 - II. departure control systems (DCS), third party applications and third-party software
 - III. Common Use systems
 - IV. servers & cloud services
 - V. workstations, kiosks, smartphones, peripherals and other devices

- 2.4 The Service is also provided in conjunction with other CONTRACTOR services available on request by CITY and supplied where subscribed to separately in a Service Schedule. For example, such optional services may include Self-Service Kiosk, Smart Path™, Self-Service Bag Drop, Airport Device management and SITA Flex Payment.

3 Service Dependencies

- 3.1 In order to enable implementation and/or use of this Service, CITY shall (at its own cost and expense):
 - 3.1.1 provide, set-up and maintain its core room including power, UPS, air conditioning, and racks (if racks are not Equipment provided by CONTRACTOR);
 - 3.1.2 ensure that each Airport User, designated to use the Service:
 - (a) has performed testing of their applications against the Service platform. This can be achieved through the utilisation of the Service platform remote test bed;
 - (b) where applicable, has their applications certified and/or integrated by CONTRACTOR prior to deployment at the Airport and pay CONTRACTOR the applicable certification and/or integration Charges; and

- (c) provides to CONTRACTOR connection configuration data for connecting their departure control systems to the Service.
- 3.1.3 in relation to paragraph 2.2 the CITY shall:
 - (a) install power connections in accordance with local safety standards;
 - (b) provide network connectivity to each Airport User's (DCS) host prior to installation. For example, for the workstations and self-service devices (i.e., CUSS kiosks; Self-Bag drop); and
 - (c) procure that Airport Users which will be using the Service provide to SITA the applications referred to in paragraph 2.2.2 for integration testing by CONTRACTOR prior to implementation of the Service.
- 3.1.4 procure software licences in CITY name to enable use of any Equipment which is either provided by CONTRACTOR under the Re-Sale Model or is at any other time sold by CONTRACTOR to CITY.
- 3.1.5 procure workstation, peripherals hardware and software, and consumables and perform the management of the workstation and in particular its update and maintenance; and
- 3.1.6 procure all necessary consents and/or instructions from Airport Users, in order to enable the lawful transfer of Airline Users' Personal Data to CONTRACTOR, and/or the lawful collection of Airline Users' Personal Data by CONTRACTOR on behalf of CITY for the duration of the Service Period.

4 Service Conditions

4.1 Service Period

- 4.1.1 The Service Period shall be as specified in Sec. 2. - Initial Term of Contract and Additional Periods.

4.2 Restricted Data

- 4.2.1 The Service is not designed for the storage of Restricted Data. CITY agrees that it shall not in any circumstances use, or permit the use of, the Service for storage of Restricted Data. CITY acknowledges that such use of the Service may result in termination of the Service immediately.
- 4.2.2 Should CONTRACTOR suffer any claim or demand from a third party which arises from, or in connection with, any storage of Restricted Data, CITY shall indemnify and hold CONTRACTOR harmless against all fines, losses, damages, costs and/or expenses (including reasonable legal fees) arising therefrom.

4.3 CITY Obligations

- 4.3.1 In relation to CUTE, CUPPS and CUSS applications that are certified on the Service platform, the CITY agrees that all:
 - (a) CITY applications used by the CITY (and/or Airport User); and
 - (b) third party applications that the CITY desires to use,
 must be kept at no later than the latest IATA CUSS or CUPPS technical specification compliance plus 2 prior versions, where 1.3 and 1.4 are each deemed a version, unless IATA has advised that only a specific version, such as CUSS v2.0, is useable.
 For example, when IATA CUSS specification version 1.8 is launched, applications certified up to version 1.5 shall be deleted by CONTRACTOR, and applications certified to comply with IATA CUSS technical specification versions 1.6, 1.7 and/or 1.8 are allowed, unless IATA has advised that only v2.0 is useable in which case all applications certified to previous versions shall be deleted by CONTRACTOR.
- 4.3.2 CITY must ensure that appropriate security controls are implemented on any processing system not managed by CONTRACTOR (or their authorized Sub-processors) as described above in Clause 2 including (but not limited to):
 - i. Anti-Virus on servers, workstations & kiosks
 - ii. Identity and access management for Users (employees, agents & contractors of the CITY)

- 4.3.3 CITY must ensure there is no misuse of the Service as a result of any act or omission by the CITY including (but not limited to) failing to:
 - iii. Follow applicable laws and regulations
 - iv. Follow industry practices
 - v. Guard against unauthorized access
 - vi. Provide security and privacy training and awareness campaigns
 - vii. Manage security incident response activities
- 4.3.4 CITY shall report all incidents to the SITA Service Desk and give accurate details of the incident, and all other information necessary for CONTRACTOR to investigate the incident. Alternatively, CONTRACTOR may determine that there is an incident and promptly report the condition to CITY. At this point an incident record will be logged by the SITA Service Desk in its Service management systems and CITY will be informed of the incident record number.
- 4.3.5 In relation to third party WAN service providers, if CITY requests for the Service to interconnect with third party WAN service providers, fees will apply for the interconnection of third party WAN service provider network to any Service Hardware (including firewalls), and for any equipment to be hosted in the CONTRACTOR Core Room or CONTRACTOR-owned racks.

4.4 **PCI Compliance**

- 4.4.1 The Service is technically capable of supporting Payment Card Industry Data Security Standard (PCI DSS) compliance subject to paragraph 4.4.5 below; however if the CITY seeks to obtain PCI DSS compliance certification, the CITY must perform its own PCI DSS security review of its end-to-end processes (including payment processing activity that is not part of the Service) to achieve PCI DSS compliance certification. The CITY agrees that CONTRACTOR takes no responsibility for PCI DSS compliance other than providing the Service in a way that is technically ready to support PCI DSS, subject to paragraph 4.4.5.
- 4.4.2 Should CONTRACTOR suffer any claim or demand from a third party which arises from or is connected with any security breach or any failure by the CITY or any CITY system, operation, product or service (including any interfaces) to comply with PCI DSS (except those claims generated by the gross negligence or wilful misconduct of CONTRACTOR) CITY shall indemnify and hold contractor harmless against all fines, losses, damages, costs and/or expenses (including reasonable legal fees) arising therefrom.
- 4.4.3 The CITY acknowledges that it is the responsibility of the CITY to ensure that the facilities and functions of the Service as described in this Contract meets its requirements in relation to security. CITY is responsible for all end-to-end security (including physical site security) as required by PCI DSS.
- 4.4.4 Nothing contained herein shall obligate CONTRACTOR to incur any additional costs for any equipment upgrade or replacement necessitated by a change of PCI standards.
- 4.4.5 The CITY agrees that it is the CITY's responsibility for all Service compatibility with the latest PCI DSS requirements, failing which: (a) CONTRACTOR makes no representations as to the ability of the Service to achieve PCI DSS compliance certification, and (b) CONTRACTOR shall have no liability in relation to any failure of PCI DSS compliance due to non-compatibility of the Service with PCI DSS requirements. Unless otherwise agreed, all required upgrades to the Service shall be funded at CITY's expense.
- 4.4.6 **MSRs and database updates**
 - (a) The parties agree that the Service is not designed for any collection or processing of credit card data using keyboard key-strokes or any MSR (magnetic swipe reader) on keyboards, standalone units, or in kiosks or bag drops and as such is not authorised by CONTRACTOR. CITY agrees that it shall not in any circumstances use the Service for any such collection or

processing of credit card data and CONTRACTOR has no responsibility and no liability if, in connection with the Service, the CITY collects or processes credit card data using any such keyboard key-strokes and/or MSR. For the avoidance of doubt, this exclusion does not apply to any MSR physically incorporated into a chip and pin payment terminal that is PCI PTS compliant, encrypts data, and uses EMV chip card technology.

- (b) The parties agree that CONTRACTOR is not responsible and has no liability for information, such as credit card numbers, passport numbers, DOB or other personal data that are processed by being entered by means of an MSR or through keyboard key-strokes into the system for airline database updates, whether performed by CITY staff or by agents of the CITY.
- (c) Should CONTRACTOR suffer any claim or demand from a third party which arises from or is connected with any use of the Service by CITY in the manner described in paragraphs 4.4.6 a) and b) of this Schedule, CITY shall indemnify and hold CONTRACTOR harmless against all fines, losses, damages, costs and/or expenses (including reasonable legal fees) arising therefrom or in connection therewith.

4.5 **Statutory or Regulatory Change**

CONTRACTOR may, on reasonable notice to CITY, vary a Charge or impose additional Charges to the extent such variation or additional Charges are required for (or in connection with) any compulsory statutory or regulatory programs (which programs include, but are not limited to, PCI-DSS and IATA requirements).

4.6 **Language**

Unless otherwise agreed by the parties in writing, the Service, documentation and all communication (written and verbal) about the Service shall be in the English language. This includes, but is not limited to, any deliverables, training, reports, on-line help and custom fields.

4.7 **Modifications**

4.7.1 CONTRACTOR may at its option on notice by e-mail (or other electronic means) to CITY (subject to approval in the Change Management process):

- (a) modify, enhance or update a Service provided that there is no material reduction in the functionality of the Service; and/or
- (b) modify, enhance or update the Service Documentation from time to time, as reasonably required; and/or.
- (c) modify, enhance or update infrastructure deployed between Airport and SITA Flex Cloud from time to time

4.8 **End-of-Life (EOL) Policy**

4.8.1 CONTRACTOR end-of-life (EOL) policies are located at these links:

(a) Managed Service EOL Policy:

<https://www.sita.aero/globalassets/docs/other/eol/managed-service-eol-policy-120218.pdf>

4.9 **Operational improvement and security.**

4.9.1 CONTRACTOR and the CITY agree that all data received by CONTRACTOR from (or on behalf of) CITY may be anonymized and aggregated by CONTRACTOR for research and analytics for service improvement, operational efficiency and security. This provision is subject to all other parts of the Contract, and CONTRACTOR shall at all times comply with its obligations under the Contract and under all applicable laws and follow best practices for research.

4.9.2 To minimize security risks associated with access to public networks and the internet, CITY agrees to for itself and on behalf of other third parties (i.e. airlines) using the Service to obtain prior written consent from CONTRACTOR to attach to such networks, and to use CONTRACTOR approved firewalls and network connectivity for access from the Service. All requests to add connections to

the internet including hardware and other network devices must have the prior written approval of CONTRACTOR.

- 4.9.3 CONTRACTOR provides the set of APIs, but CONTRACTOR is not responsible for the content of said messages (including payload and/or attachments) and/or CITY-deployed infrastructure used by the Service.

4.10 **Monitoring**

CONTRACTOR reserves the right to monitor and remotely connect to and access the Service to identify any accidental or malicious abuse of the Service including flooding, unlawful use of data, introduction of malware or viruses, reverse engineering the Service for any purpose, and other disruptive and illegal practices.

4.11 **Unauthorised Resupply.**

The Service cannot be used for, or re-supplied to, other parties unless explicitly agreed by CONTRACTOR. CITY agrees that it shall not in any circumstances use the Service for, or re-supply the Service to, United States "black-listed" parties, being US "SDGTs" – Specially Designated Global Terrorists. The CITY acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs will result in termination of the Service immediately.

4.12 **Disclaimer**

- 4.12.1 IN ACCORDANCE WITH PARAGRAPH 3.1.2(B), WHERE APPLICABLE, CONTRACTOR WILL ONLY BE ABLE TO PROVIDE THE SERVICE TO THE CITY FOR THE BENEFIT OF AIRPORT AND AIRLINE USERS IF SUCH AIRPORT USERS AGREE TO AND COMPLY WITH CONTRACTOR'S THEN-CURRENT TERMS AND CONDITIONS FOR THE CERTIFICATION SERVICE. CITY ACKNOWLEDGES AND AGREES THAT, EXCEPT TO THE EXTENT NOT PERMITTED AT LAW, CONTRACTOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE IMPACT ON THE PERFORMANCE OF THE SERVICES IN RELATION TO ANY PARTICULAR AIRPORT USER WHERE A) SUCH AIRPORT USER REFUSES (IN WHOLE OR IN PART) TO ACCEPT SITA'S TERMS AND CONDITIONS FOR THE CERTIFICATION SERVICE; AND/OR B) AIRPORT USER'S CERTIFICATION SERVICE WITH SITA EXPIRES OR TERMINATES.

- 4.12.2 EXCEPT TO THE EXTENT NOT PERMITTED AT LAW, SITA SHALL NOT BE LIABLE FOR:

- (A) ANY LOSS TO CITY THAT IS ATTRIBUTABLE IN ANY WAY TO STORAGE OF, LOSS OF, OR DAMAGE TO RESTRICTED DATA; AND/OR
- (B) ANY SERVICES FAILURES, DELAYS OR LOSS TO CITY CAUSED BY CITY'S FAILURE TO PERFORM OR COMPLY WITH (AS APPLICABLE) THE SERVICE DEPENDENCIES SET OUT IN PARAGRAPH 3, SERVICE DEPENDENCIES OF THIS SCHEDULE; AND/OR CITY OBLIGATIONS WITHIN THE SERVICE CONDITIONS SET OUT IN PARAGRAPH 4, SERVICE CONDITIONS OF THIS SCHEDULE.

- 4.12.3 CONTRACTOR WILL ONLY BE ABLE TO PROVIDE THE SERVICE TO THE CITY IF AIRPORT USERS PERMIT CITY TO USE AIRLINE USER PERSONAL DATA, AND CITY SHALL BE RESPONSIBLE FOR CONCLUDING SUCH WRITTEN INSTRUCTIONS DIRECTLY WITH EACH RELEVANT AIRPORT USER. CITY ACKNOWLEDGES AND AGREES THAT, EXCEPT TO THE EXTENT NOT PERMITTED AT LAW, CONTRACTOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE IMPACT ON THE PERFORMANCE OF THE SERVICES WHERE i) AN AIRPORT USER REFUSES (IN WHOLE OR IN PART) TO PROVIDE AIRLINE USER PERSONAL DATA TO CITY; AND ii) AN AIRPORT USER'S CONTRACT WITH SITA EXPIRES OR TERMINATES.

End of Schedule 1

Schedule 2 – Service Schedule for SITA Check-In Kiosk

Version 280820

1 Definitions

The following words have these meanings in this Schedule:

Core Room means the location of the server(s) supporting the Service.

CUSS means common-use self-service.

Service means the service described in paragraph 2 of this Schedule.

Specification means the current version of SITA's detailed description for the Service.

UL means Underwriters Laboratories, a private safety testing organization.

2 Service Description

2.1 Service Overview

2.1.1 SITA Check-In Kiosk is a module (reference number 1460) within SITA Smart Path Kiosks product (reference number 32793). It is a self-service solution that allows passengers to perform all of the necessary transactions for a flight check-in and generate the required documents, without the assistance of airline or ground handling personnel.

2.1.2 If CITY requires a CUSS kiosk implementation, the Service can be supplied in conjunction with CONTRACTOR'S separate CUSS platform middleware service, compliant with International Air Transport Association (IATA)'s latest CUSS standard. Such option is available on request by CITY and supplied where subscribed to separately in a Service Schedule.

2.2 Standard Features

2.2.1 Airport Users have to provide their own applications, which they want to use on the CUSS kiosks for passenger check-in, customized to their own unique business rules, host connectivity requirements and their multimedia presentation requirements (i.e. brand image).

2.2.2 CITY is responsible for the safe and responsible recycling or disposal of the Equipment, complying with the environmental requirements of the Site(s), unless the 'Equipment Disposal Service' optional feature is included in the Service.

2.2.3 '**Application**': CONTRACTOR'S common launch application to run on each kiosk, providing a screen which invites the passengers to use the kiosk and displayed when the kiosk is powered up and working but not currently in use.

2.3 Exclusions

2.3.1 The following are excluded from the Service.

- (a) Any terminal IT infrastructure equipment other than listed in the Pricing Schedule;
- (b) Communication cost for network usage;
- (c) Any modifications or changes to the already running airline applications (graphical user interface and process flow); and
- (d) Maintenance of the Equipment, unless otherwise agreed in the Contract.

3 Service Dependencies

3.1 In order to enable implementation and/or use of this Service, CITY shall (at its own cost and expense):

3.1.1 provide, set-up and maintain the Core Room including:

- (a) racks, power, UPS and air conditioning;
- (b) secure network connection for CITY and Airport Users to use the Service; and
- (c) appropriate backup and recovery mechanisms and processes for CITY and Airport User software and data;

- 3.1.2 provide or procure all permissions and approvals for on-site assembly and installation work;
- 3.1.3 install power connections in accordance with local safety standards, one connection per kiosk including a power cord long enough to reach the kiosk connector;
- 3.1.4 strengthen the floor, if necessary (the floor must be able to accommodate the weight of the CUSS kiosks, weighing 140kg/300lb each);
- 3.1.5 prepare fixing points for securing the CUSS kiosks enclosure in accordance with the standard CONTRACTOR'S mounting;
- 3.1.6 install signage directing passengers where to check-in;
- 3.1.7 provide network connectivity to each Airport User's departure control system host prior to installation of the CUSS kiosks; and
- 3.1.8 procure that each Airport User which will be using the Service provides to CONTRACTOR the applications referred to in paragraph 2.2.1 for integration testing by CONTRACTOR prior to its use of the Service.

4 Service Conditions

4.1 Service Period

4.1.1 The Service Period shall be as specified in Sec. 2. - Initial Term of Contract and Additional Periods.

4.2 Test of Airport Users' Applications

The applications referred to in paragraph 2.2.1 must be tested, at CITY's, or the Airport Users', cost by CONTRACTOR prior to implementation of the Service to ensure that they operate correctly on the CONTRACTOR CUSS platform and do not disrupt the operation of other applications on the CUSS kiosks. Notwithstanding such testing, CONTRACTOR does not assume responsibility for the successful operation of the Airport Users' applications on the CONTRACTOR CUSS platform.

4.3 Dedicated CITY Peripherals

CITY may only use Approved CITY Equipment in conjunction with the Service. Such Approved CITY Equipment includes CITY's own dedicated peripherals if the peripheral is listed on the CONTRACTOR certified hardware list and is certified in advance by CONTRACTOR for use in conjunction with the Service.

4.4 Equipment

CITY will have responsibility for the proper operation and upkeep of the Equipment within the provisions of any applicable warranties and undertakes:

- 4.4.1 to operate the Equipment in accordance with CONTRACTOR's or the relevant manufacturer's operating instructions and any applicable local, national and/or international regulations;
- 4.4.2 to ensure that proper environmental conditions as recommended by CONTRACTOR or the relevant manufacturer are maintained for the Equipment and that the exterior surfaces are kept in reasonable condition;
- 4.4.3 not to make any modifications to the Equipment, or disconnect, remove, alter or interfere with the Equipment; and
- 4.4.4 not to physically connect to the Equipment any accessory, exhibit or additional equipment other than that which has been supplied by or approved by CONTRACTOR.

4.5 Language

Unless otherwise agreed by the parties in writing, the Service, documentation and all communication (written and verbal) about the Service shall be in the English language. This includes, but is not limited to, any deliverables, training, reports, on-line help and custom fields.

4.6 Modifications

CONTRACTOR may at its option on notice by e-mail (or other electronic means) to CITY (subject to approval in the Change Management process):

- (a) modify, enhance or update a Service provided that there is no material reduction in the functionality of the Service; and/or
- (b) modify, enhance or update the Service Documentation from time to time, as reasonably required.

4.7 End of Support

The Service runs on or utilizes third party products, such as (but without limitation) Microsoft operating systems. In the event Microsoft or any other third party vendor announces or has already announced that support will come to an end for its product(s), the costs associated with the migration to the replacement product (including any necessary hardware upgrades) and/or the costs associated with purchasing extended support (as may be relevant) will be the responsibility of the CITY. When support comes to an end, the third-party vendor will no longer make available patches, security fixes or any updates. In the absence of a timely migration by the end of the support period, CITY accepts the potential risks and limitations to CONTRACTOR's ability to support and resolve incidents in respect of the Services caused by the end of life product and/or related hardware.

4.8 End-of-Life (EOL) Policy

The CONTRACTOR ICT & Equipment EOL Policy applies to the Service. This policy is available at the following link (where it is set forth in full and is available to save and print) and is incorporated into this Service Schedule by reference: <https://www.sita.aero/globalassets/docs/other/eol/ict-and-equipment-eol-policy-130618.pdf>

4.9 Operational improvement and security

CONTRACTOR and the CITY agree that all data received by CONTRACTOR from (or on behalf of) CITY may be anonymized and aggregated by SITA for research and analytics for service improvement, operational efficiency and security. This provision is subject to all other parts of the Contract, and SITA shall at all times comply with its obligations under the Contract and under all applicable laws and follow best practices for research.

4.10 Unauthorised Use and Re-supply

The Service cannot be used for, or re-supplied to, other parties unless explicitly agreed by CONTRACTOR. CITY agrees that it shall not in any circumstances use the Service for, or re-supply the Service to, United States "black-listed" parties, being US "SDGTs" – Specially Designated Global Terrorists. The CITY acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs may result in termination of the Service immediately.

4.11 Disclaimer

4.11.1 CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY DEFECTS OR FAILURES OF THE EQUIPMENT RESULTING FROM CITY'S MISUSE, NEGLECT, ACCIDENT, ABUSE, IMPROPER INSTALLATION, UNAUTHORIZED MODIFICATION OR ALTERATION, IMPROPER HANDLING, FAILURE TO FOLLOW SITA'S OPERATING AND MAINTENANCE INSTRUCTIONS OR FAILURE TO MAINTAIN ENVIRONMENTAL CONDITIONS AS RECOMMENDED BY CONTRACTOR OR THE EQUIPMENT MANUFACTURER OR SUPPLIER. FURTHER, CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE EQUIPMENT CAUSED BY INCORRECT POWER PROVISIONING OR ELECTRICAL CIRCUIT OVERLOAD AND, TO THE EXTENT PERMISSIBLE BY LAW, CONTRACTOR EXCLUDES ANY RESPONSIBILITY FOR ANY PERSONAL INJURY OR DAMAGE TO PROPERTY (OTHER THAN THE EQUIPMENT) THAT IS DUE TO INCORRECT POWER PROVISIONING OR ELECTRICAL CIRCUIT OVERLOAD.

4.11.2 CONTRACTOR ASSUMES NO RESPONSIBILITY FOR THE IMPACT ON THE PERFORMANCE OF THE SERVICES (INCLUDING AVAILABILITY AND SECURITY) WHERE A CITY DECIDES NOT TO MIGRATE OR TAKE EXTENDED SUPPORT AS MAY BE RECOMMENDED BY CONTRACTOR OR THE RELEVANT THIRD-PARTY VENDOR IN ACCORDANCE WITH PARAGRAPH 4.7 OF THIS SCHEDULE.

4.11.3 EXCEPT TO THE EXTENT NOT PERMITTED AT LAW, CONTRACTOR SHALL NOT BE LIABLE FOR ANY SERVICES FAILURES, DELAYS, OR LOSS TO CITY CAUSED BY CITY'S FAILURE TO PERFORM AND/OR COMPLY WITH (AS APPLICABLE) THE SERVICE DEPENDENCIES LISTED IN PARAGRAPH 3. (SERVICE DEPENDENCES) AND/OR THE OBLIGATIONS OF CITY WITHIN THE SERVICE CONDITIONS LISTED IN THIS PARAGRAPH 4. (SERVICE CONDITIONS)

End of Schedule 2

Schedule 3 – Service Schedule for SITA Information Display System

Version 161220

1 Definitions

The following words have these meanings in this Schedule:

FIDS means Flight Information Display System

LAN means local area network.

LED means Light emitting diode.

Service means the service described in paragraph 2 of this Schedule.

signageOS is a supplier to SITA and is signageOS s.r.o, a company incorporated in the Czech Republic, with its registered office at Jeseniova 2769/208, Zizkov, 130 00 Prague 3, Czech Republic.

Specification means the current version of SITA's detailed description for the Service.

UPS means uninterruptible power supply

VPN means virtual private network.

WAN means wide area network

2 Service Description

2.1 Service Overview

2.1.1 SITA Information Display System is a module (reference number 2034) within SITA Passenger Information product (reference number 32797). It is an airport information display system distributing information in multiple formats to multiple display devices at airport and remotely (for example, on the airport's web-site, etc.).

2.1.2 The Service is primarily a System at the airport, but will also allow CITY to do the following:

- (a) display real-time flight information on the airport's web site;
- (b) deliver signage and operational information at check-in desks, boarding gates and baggage carousels at the airport; and
- (c) distribute government, tourist, promotional and advertising information at the airport.

2.1.3 The Service consists of standard features set out in paragraph 2.2 of this Schedule and optional features set out in paragraph 2.3 of this Schedule. An optional feature is included in the Service if it is specified.

2.2 Standard Features

2.2.1 The Service includes the following core modules and capabilities:

- (a) Information Display

This is a core web-based application, allowing CITY to manage and display flight schedules to keep passengers informed of their flights' status, as well as to provide information for operations personnel, if required. The application is accessed and administered through a modern browser.

- (b) Information Display-Visual Messaging

CITY can create and display visual messages on any screen in the System, which has been designated to receive such messages. The messages can be placed anywhere on the template that is used (for example, on the bottom as a marquee, or on the entire screen as a dedicated display, or on half a screen). This feature allows CITY to create and display all types of messages, define message types and create scanned messages.

2.2.2 The Service supports multiple languages in different character sets, fonts, sizes and colours. Multimedia, full motion video and sound are also supported.

2.2.3 The Service includes 24 hours remote Service support by CONTRACTOR via a VPN connection.

2.3 Optional Features included and supported for CITY

2.3.1 Information Display Connect

This module is based on MS Message Queue and gives the ability to interface the System to any outside data source or third-party supplied system.

2.3.2 Information Display- Design

This module allows various screen layouts to be created and used. CITY Users can choose from various pre-set design templates. Authorized CITY Users can modify existing templates or create new templates. With this module CITY Users can also preview created pages using live data.

2.3.3 Information Display Sign View

This module drives LED signs with a serial protocol or displays that are being video split. All previously built drivers are available to CITYs but new drivers will need to be quoted separately to accommodate software development.

2.3.4 Information Display Media Manager

This module utilizes templates that have been created for the purpose of advertising and can enable CITY to embed digital media into information display screens for the purpose of generating revenue via advertising, promoting local attractions via public service announcement, or notifying passengers of airport services via internal promotions. This module also tracks impressions (time/date stamps of each unique play) for billing or other auditing purposes.

2.3.5 Information Display Announce

This module allows CITY to assign emergency messages from the System. Visual messages reserved for emergency purposes (such as weather or security alerts) can remain dormant until the airport information display system is placed in emergency mode and can be scheduled by airport zone (all zones or selected zones).

2.3.6 Information Display 2Web

This module provides integration of the System data to the airport's web site.

2.3.7 Information Display Device management and monitoring

A remote management and monitoring capability performed remotely by CONTRACTOR on the DDC devices.

2.3.8 Information Display to VRCS

This module is based TCP/IP traffic and gives the ability to interface the System to provide flight data to the Virtual Ramp Control System.

2.3.9 Provision of Equipment

- (a) CITY has purchased and previously procured the Equipment from SITA under the Siemens Industry, Inc., Smart Infrastructure Agreement effective September 17, 2020 for Clark/Weitz/Clarkson, a Joint Venture, pursuant to the MSI Design Build RFP for Package 7B Procurement-Systems Integrator (the "Infrastructure Agreement").
- (b) CITY shall be responsible for the safe and responsible recycling or disposal of the Equipment, complying with the environmental requirements of the Sites, unless the 'Equipment Disposal Service' optional feature is included in the Service.

2.4 Exclusions

2.4.1 The following are excluded from the Service:

- (a) Any terminal IT infrastructure equipment other than listed in the Pricing Schedule;
- (b) Communication cost for network usage; and
- (c) Any modifications to Airport Users' applications.

3 Service Dependencies

3.1 In order to enable implementation and/or use of this Service, CITY shall (at its own cost and expense):

- 3.1.1 provide LAN and WAN connectivity as specified below;
- 3.1.2 maintain in good working order and upgrade the equipment owned by CITY that is used in conjunction with the Service to the specifications made available to CITY by CONTRACTOR;
- 3.1.3 adapt its use of the Service to accommodate Upgrades;
- 3.1.4 implement recommendations made by CONTRACTOR based on best practice for the Service in response to CITY's request(s) for support and in any release notes for each Upgrade;

- 3.1.5 provide to CONTRACTOR, and keep current, complete information about the CITY's infrastructure on which the Service is to be provided;
- 3.1.6 For CITY site deployment with CITY equipment, provide, set up and maintain:
 - (a) the hardware and software environment required to deploy the Service at the Airport(s), as advised by CONTRACTOR, to include:
 - (i) Approved CITY Equipment (including servers and firewall);
 - (ii) racks, UPS, air conditioned server room; and
 - (iii) necessary MS system software components and licenses (MS Windows Server, MS SQL Server).
 - (b) appropriate backup and recovery mechanisms and processes for the production SQL DB and any other CITY data;
 - (c) ensure up-to-date anti-virus software is installed on all CITY-provided equipment; and
 - (d) secure remote VPN access to the servers on which SITA has the ability to install, configure and monitor the Application (including but not limited to development, test and production servers).

4 Service Conditions

4.1 Service Period

4.1.1 The Service Period shall be as specified in Sec. 2. - Initial Term of Contract and Additional Periods.

4.2 General CITY Obligations

4.2.1 CITY shall:

- (a) source all data, including obtaining any permissions for using third party data;
- (b) demonstrate to CONTRACTOR that CITY operates an organizational change management program that contains (as a minimum) a communications plan, a training plan and a schedule of organizational events, to enable adoption of the Service within the CITY's organization within the Implementation Plan timescales. CITY shall operate such organizational change management program throughout implementation of the Service; and
- (c) permanently delete all copies of software, that was made available by CONTRACTOR, on any CITY equipment immediately upon the termination or expiration of the Service Period. CITY shall fully cooperate with CONTRACTOR in connection with the permanent deletion of such software.

4.3 Acceptance of Service Systems or Elements

4.3.1 Each such system or element will be deemed accepted by CITY, and CONTRACTOR will be entitled to commence charging for such system or element, upon occurrence of one (or both) of the following:

- (a) CONTRACTOR has satisfied itself that:
 - (i) The Service is accessible to CITY from its premises;
 - (ii) any interfaces to be delivered to CITY as part of the Service are operational;
 - (iii) any implementation activities to be carried out by CONTRACTOR in accordance with this Contract have been carried out;
 - (iv) any training to be provided to CITY Users in accordance with this Contract has been provided; and/or
 - (v) CITY has started using the Service for the purposes of its operations.

4.4 Additional Charges

The Charges for integration services have been assessed on the basis of a standard Application Interface. In the event the CITY requires more complex Application Interfaces and the time required to perform the integration services exceeds the basis on which the Charges have been calculated, CONTRACTOR shall

charge the CITY for any additional work on a time and material basis at CONTRACTOR'S then current rates, provided that any such additional work is not attributable to any fault on CONTRACTOR'S part.

4.5 **Inputted Data**

CONTRACTOR takes no responsibility for any data inputted into the Service, or for any reports or data generated by the Service dependent on CITY (or its agent's) inputted data. Accuracy of reports is fully dependent upon data input. CONTRACTOR does not supply data input as part of this Service. CONTRACTOR excludes all liability for any data errors caused by the CITY (or its agent's) inputting of data.

4.6 **Service security in CITY environment**

CONTRACTOR takes no responsibility for the security of the Service in the CITY's computing environment. The CITY shall be responsible for all network security and local security (eg. firewalls, virus and malware protection, user access, passwords, administration, network monitoring, physical security and so on). CONTRACTOR excludes all liability for any security breach relating to Service users, data input or the local computing environment.

4.7 **Language**

Unless otherwise agreed by the parties in writing, the Service, documentation and all communication (written and verbal) about the Service shall be in the English language. This includes, but is not limited to, any deliverables, training, reports, on-line help and custom fields.

4.8 **Modifications**

4.8.1 CONTRACTOR may at its option on notice by e-mail (or other electronic means) to CITY (subject to approval in the Change Management process):

- (a) apply Upgrades; and/or
- (b) modify, enhance or update the Service Documentation from time to time as reasonably required.

4.8.2 The CITY shall implement an Upgrade within three (3) months of the Upgrade notice if the Version of the Application the CITY uses is more than two (2) Versions, excluding Patch Releases, behind the latest Version in the Upgrade notice.

4.8.3 **Version** means any released version of the Application and includes, but is not limited to:

Major Release meaning a version of the Application identified by a change to the number to the left of the first decimal point in the Application versioning, for example, Application 1.3.2 to Application 2.0.0;

Minor Release meaning a version of the Application identified by a change to the number to the right of the first decimal point in the Application versioning, for example, Application 2.3.5 to Application 2.4.0;

Point Release meaning a version of the Application identified by a change to the number to the right of the second decimal point in the Application versioning, for example, Application 2.4.2 to 2.4.3; and

Patch Release meaning an individual patch or set of patches in a service pack.

4.9 **End-of-Life Policy**

The CONTRACTOR Managed Services EOL Policy applies to the Service. This policy is available at the following link (where it is set forth in full and is available to save and print) and is incorporated into this Service Schedule by reference: <https://www.sita.aero/globalassets/docs/other/eol/managed-service-eol-policy-120218.pdf>

4.10 **Operational improvement and security**

CONTRACTOR and the CITY agree that all data received by CONTRACTOR from (or on behalf of) CITY may be anonymized and aggregated by CONTRACTOR for research and analytics for service improvement, operational efficiency and security. This provision is subject to all other parts of the Contract, and

CONTRACTOR shall at all times comply with its obligations under the Contract and under all applicable laws and follow best practices for research.

4.11 **Unauthorised Use and Re-supply**

The Service cannot be used for, or re-supplied to, other parties unless explicitly agreed by CONTRACTOR. CITY agrees that it shall not in any circumstances use the Service for, or re-supply the Service to, United States “black-listed” parties, being US “SDGTs” – Specially Designated Global Terrorists. The CITY acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs may result in termination of the Service immediately.

4.12 **Disclaimer**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW:

- 4.12.1 CONTRACTOR HEREBY EXPRESSLY DISCLAIMS LIABILITY (DIRECT AND INDIRECT) FOR ANY AND ALL DAMAGES CAUSED BY FAILURE OR DELAY IN FURNISHING OR PERFORMANCE OF THE SERVICE;
- 4.12.2 IN NO CIRCUMSTANCES MAY CONTRACTOR BE HELD LIABLE FOR THE CONSEQUENCES OF ERRORS, LOST MESSAGES OR FAULTY TRANSMISSIONS; AND
- 4.12.3 CONTRACTOR SHALL NOT BE LIABLE FOR ANY SERVICE FAILURES, DELAYS, OR LOSS TO CITY CAUSED BY CITY’S FAILURE TO PERFORM AND/OR COMPLY WITH (AS APPLICABLE) THE SERVICE DEPENDENCIES LISTED IN PARAGRAPH 3 (SERVICE DEPENDENCIES) OF THIS SCHEDULE AND/OR THE OBLIGATIONS OF CITY WITHIN THE SERVICE CONDITIONS LISTED IN THIS PARAGRAPH 4 (SERVICE CONDITIONS) OF THIS SCHEDULE.

End of Schedule 3

Schedule 4 – Service Schedule for SITA Smart Path Hub

Version 01092020

1 Definitions

The following words have these meanings in this Schedule:

Bag-Drop Unit means a unit capable of allowing a passenger to drop-off a bag, equipped with a biometric camera facepod and a passenger display screen and capable of interfacing with the Service.

Bio-Plugin Software means the software owned by or licensed to CONTRACTOR, which captures a facial image of passengers.

CUSS Kiosk means a common-use self-service kiosk for passenger check-in.

CUTE means common-use terminal equipment, which may include In-scope Equipment.

CUTE Desk means a CUTE check-in desk equipped with a camera facepod capable of interfacing with the Service.

CUTE Platform means a platform supplied by CONTRACTOR or a third party that provides connectivity between CUTE equipment and In-scope Equipment, and applicable airline boarding applications and DCS hosts.

DCS means departure control system used by airlines and ground handling agents to perform check-in and boarding.

Facepod means either

- (a) G01 Stand alone face pod including internal processor; or
- (b) G02A Gate mounted facepod; or
- (c) G02B Desk mounted Facepod; or
- (d) G03 Passenger Information display facepod; or
- (e) G04 Kiosk/bag drop mounted facepod.

Gate means either

- (a) automated self-boarding gate; or
- (b) automated security gate; or
- (c) stand-alone facepod for automated managed boarding.

equipped with a camera facepod and a passenger display screen and capable of interfacing with the Service.

Gate-PC means a personal computer connected to a Gate, imaged and managed by CONTRACTOR that includes Microsoft Windows software and the Bio-Plugin Software.

Hybrid Mode means a 2-step boarding process that requires a passenger to scan their boarding pass followed by facial image capture.

In-scope Equipment means the equipment identified in paragraph 3 of this Schedule which may be supplied by CONTRACTOR or a third party, and which may be:

- (a) CUSS Kiosks;
- (f) CUTE Desks and peripherals;
- (g) Gates and Gate-PCs;
- (h) Bag-Drop Units;
- (i) Facepods; and/or
- (j) Other equipment as specified in paragraph 3 of this Schedule.

Pax Control Server means the software that controls the Pax Control Web Client.

Pax Control Web Client means an application that runs on a CUTE workstation which allows an airline agent to fully control the self-boarding gates.

Security Gate means an airport security gate equipped with a camera facepod and a passenger display screen and capable of interfacing with the Service.

Service means the service described in paragraph Schedule 22 and paragraph 3 of this Schedule.

SITA Flex/SITA Flex Platform means CONTRACTOR's CUTE Platform.

Smart Path Hub Server means SITA's server dedicated to the Service.

Smart Path Software means the SITA proprietary and licenced software operating on the Smart Path Server providing the Service.

UID means unique identifier.

2 Service Description

2.1 Service Overview

- 2.1.1 Smart Path is a biometrically enabled passenger processing solution that works in conjunction with the United States Customs and Border Protection ("CBP") Travel Verification System ("TVS") to allow a passenger to use facial screening as a boarding pass and passport in order to board at the gate for travel to an international destination outside of the United States.
- 2.1.2 In-scope Equipment specified in paragraph 3 of this Schedule will be capable of operating with the Service when integrated and connected to SITA's Smart Path Hub Server (whether it's connected through the SITA Flex Platform, or not), to communicate with the DCS and validate that a passenger can board the flight.
- 2.1.3 Key Service attributes are:
 - (a) Connection of Smart Path to any CUTE, CUSS or CUPPS system subject always to the CITY's agreement;
 - (b) Transparency in relation to data capture, data security and data deletion performed by CONTRACTOR.

2.2 Standard Features

- 2.2.1 As part of the Service CONTRACTOR shall provide:
 - (a) CONTRACTOR's Smart Path Hub Server; and
 - (b) In-scope Equipment identified in paragraph 3 of this Schedule (quantities specified in this Schedule and/or the Pricing Schedule).
- 2.2.2 Airlines must provide their own check-in and boarding applications that will run on the SITA Flex Platform or on their proprietary software.
- 2.2.3 In order to implement the Service, CONTRACTOR will:
 - (a) install and configure the virtual Smart Path Hub Server located in the CITY's core server room at the airport;
 - (b) install the Smart Path Software on the Smart Path Hub Server and the applicable In-scope Equipment;
 - (c) install and configure the Pax Control Server;
 - (d) install Pax Control Web Client on the SITA Flex Platform;
 - (e) configure the In-scope Equipment to be provided by SITA; and
 - (f) test the communication link to Smart Path Hub Server.
- 2.2.4 CBP Business Requirements Document ("BRD"):
 - (a) CONTRACTOR shall perform the obligations of a systems integrator as provided in the BRD in effect at the time of the Contract. Following, passenger biometric data shall be deleted in accordance with the BRD;
 - (b) CITY will perform the obligations of the business sponsor as provided in the BRD in effect at the time of the Contract and shall engage with the participating airlines to ensure Smart Path usage agreements are in place.

2.3 Standard Responsibilities

2.3.1 The parties agree the responsibilities set out in Annex A shall be owned and performed by the parties specified.

- 3 Service Scope** Except as provided in paragraph 3.3 below, the operation of Smart Path assumes that it will be integrated at all times with the SITA Flex Platform provided by CONTRACTOR under the Infrastructure Agreement in order to ensure that the In-scope Equipment shall operate and be fully operational:
- 3.2 The In-scope Equipment shall operate on an airline-proprietary system, for certain airlines who will require integration with CONTRACTOR's Smart Path solution and do not use the CONTRACTOR'S SITA Flex Platform.
- 3.3 The In-scope Equipment, and supply, installation, operation and maintenance responsibility for such equipment is as follows:

In-scope Equipment	QTY	Manufacturer	To be supplied by (CONTRACTOR, CITY, third party)	To be installed by (CONTRACTOR, CITY, third party)	To be maintained by (CONTRACTOR, CITY, third party)	Comments
CUSS Kiosks	n/a	SITA	n/a	n/a	n/a	n/a
CUTE Desks	n/a	SITA	n/a	n/a	n/a	n/a
CUTE peripherals	n/a	SITA	n/a	n/a	n/a	n/a
G01 Face-pods	n/a	SITA	n/a	n/a	n/a	n/a
G02A Face-pods	n/a	SITA	n/a	n/a	n/a	n/a
G02B Face-pods	20	SITA	SITA	SITA	SITA	Installation was completed as part of the Infrastructure Agreement
G03 Face-pods	n/a	SITA	n/a	n/a	n/a	n/a
G04 Face-pods	n/a	SITA	n/a	n/a	n/a	n/a
Gates	n/a	n/a	n/a	n/a	n/a	n/a
Gate-PCs	n/a	n/a	n/a	n/a	n/a	n/a
Bag-Drop Units	n/a	SITA	n/a	n/a	n/a	n/a

4 Service Dependencies

- 4.1 In order to enable implementation and/or use of this Service, CITY must:
- 4.1.1 Install power connections and suitable cooling in accordance with local safety standards for all In-scope Equipment;
- 4.1.2 Provide support for any required notices and consent forms, including those required by CBP under the BRD;
- 4.1.3 Provide network connectivity to each airline's DCS host;

- 4.1.4 Ensure airlines and their DCS host provider have enhanced boarding applications to board by UID (US CBP Exit specific); if not ensure that the airlines will board via Hybrid Mode;
- 4.1.5 As the Service will operate on the SITA Flex Platform:
 - (a) ensure that each airline using the Service has provided CONTRACTOR with the applications referred to in paragraph 2.2.2 for integration testing by CONTRACTOR prior to implementation and operation of the Service;
 - (b) ensure that during the term of this Service, that the SITA Flex Platform is available for Service operation;
 - (c) if the agreement for supply of the SITA Flex Platform service specified above expires or terminates for any reason, and such event prevents the Service from continuing operation, the parties shall seek to agree a mutually acceptable outcome, failing which the CITY shall pay to CONTRACTOR the remaining fees for the remaining term of the Service.
- 4.1.6 Ensure that each airline carries out comprehensive testing at the airport prior to live rollout to ensure messaging is handled for all biometric touchpoints.
- 4.1.7 Provide all necessary server backup, server hardware and virtualization software, and make the server applications available to CONTRACTOR for remote support capabilities.

5 Service Conditions. Service Period

- 5.1.1 The Service Period shall be as specified in Sec. 2. - Initial Term of Contract and Additional Periods.
- 5.2 Test of Airlines' Applications
 - 5.2.1 Each participating airline shall be responsible for their own cost to ensure operation of Smart Path with the SITA Flex Platform for:
 - (a) each airline's DCS;
 - (b) the checking and boarding applications as referred to in paragraph 2.2.2;
 - (c) timely testing as requested by CONTRACTOR prior to implementation of the Service to ensure airline DCS and applications are operational correctly with the SITA Flex Platform.
- 5.3 The CITY acknowledges and agrees that even with the testing set out in paragraph 5.2 above, CONTRACTOR does not assume any responsibility for the airline providing timely support, access and testing or the successful operation of the airline's DCS or applications on the SITA Flex Platform.
- 5.4 Unauthorized Resupply

The Service cannot be used for, or re-supplied to, other parties unless explicitly agreed by CONTRACTOR. Under no circumstances shall CITY re-supply service to United States "black-listed" parties, being US "SDGTs" – Specially Designated Global Terrorists. The CITY acknowledges that re-supply of service to US SDGTs may result in termination of the Service immediately.
- 5.5 CITY compliance and liability.

Except to the extent not permitted at law, CONTRACTOR shall not be liable for any Services failures or loss to CITY caused by CITY's failure to perform/comply with the BRD or any service dependencies listed in paragraph 4 or the service conditions listed in paragraph 5.

ANNEX A – Responsibilities of parties – airlines and airport

The following parties shall provide:

Airlines using Service

1. Ensure airline applications are certified on CONTRACTOR platform, as required by Smart Path solution;
2. Provide and permit connectivity to the airline DCS system;
3. Provide resources to facilitate the project implementation, including:
 - Review and approve the passenger process flow;
 - Provide required IT changes on airline side;
 - Provide connectivity to the airline DCS system and any changes to it required to integrate with the Smart Path solution;
 - Make the respective staff available for train the trainer sessions during the installation phase and then subsequent training will be delivered by them, not CONTRACTOR staff;
 - Working with airport to manage passenger communications;
 - Facilitate passengers at the respective Smart Path touch points (CUSS Kiosk, CUTE, Self-Bag Drop, FacePod/DeskPod and Self-Boarding Gate) – including the management if any exceptions where a CITY cannot enrol in to Smart Path or be verified after enrolling.
4. Enter into a usage agreement for Smart Path.
5. Follow the BRD as it relates to airlines.
6. Maintain a manual boarding process for those not wishing to participate in biometric processing.

End of Schedule 4

Schedule 5 – Service Schedule for SITA Bag Message Airport

Version 161121

1 Definitions

The following words have these meanings in this Schedule:

ABS means an automated baggage system operated at an airport which uses baggage messages to process baggage including, but not limited to, baggage reconciliation, sortation and tracking systems.

DCS means departure control system and is a host computer used by airlines and handling agents to perform check-in and boarding.

IATA means the International Airline Transport Association, the trade association of the world's scheduled international airline industry.

Message(s) means messages containing baggage information that are exchanged between DCS and ABS in a format prescribed by IATA's recommended practice 1745.

Service means the service described in paragraph 2 of this Schedule.

SITA Bag Journey means SITA's baggage tracking service.

TCP/IP means transmission control protocol/internet protocol, a protocol for communication between computers, used as a standard for transmitting data over networks and as the basis for standard internet protocols.

2 Service Description

2.1 Service Overview

2.1.1 SITA Bag Message Airport is a module (reference number 1171) within SITA Bag Message product (reference number 32805). It is a hosted message distribution service that channels Messages between multiple airlines' DCSs and multiple airport ABSs.

2.2 Standard Features

2.2.1 The Service handles the optional types of Messages set out in the following table. The Message types included in the Service are detailed in the Pricing Schedule.

Message type	Description	Generating and Receiving system(s)	Purpose
BSM	Baggage Source Message	Airline to Airport	Message sent from a DCS to an ABS and containing data about a bag or bags that have been checked-in
BUM	Baggage Unload Message	Airline to Airport	Message sent from a DCS to an ABS and contains data about bags that need to be unloaded from a flight
BTM	Baggage Transfer Message	Airline to Airline	Message sent from a DCS to another DCS to indicate that a bag is being transferred (only used if airline interline through check-in has failed). Typically SITA Bag Message processes pBTM from SITA Bag Connect, which is subject to separate subscription.
BPM	Baggage Processed Message	Airport to Airline	Message sent from an ABS to a DCS (or other ABS) with information indicating and reporting that a bag has been 'seen' or 'processed' (mainly used for baggage tracking purposes)
BMM	Baggage Manifest Message	Airline/Airport to next downline Airline/Airport	Inform the Airline or next downline Airport about the actual, detailed baggage loading of the flight.
BNS	Baggage Not Seen Message	Airline/Airport to next downline Airline/Airport	Message contains bag info collected during bag loading related to those passengers whose bags will not be carried on the flight.
BCM	Baggage Control Message	Airline/Airport to next downline Airline/Airport	Message designed to support the requirement for secondary level messages as required by airlines, airport authorities, handling agents, operators of ABS and system providers.
BRQ	Baggage Request Message	Airport to Airline (rarely used)	Message designed to request information for processing of baggage by ABS.

2.2.2 The Service interfaces to a DCS using:

- (a) legacy P1024B/C protocol;
- (b) CONTRACTOR proprietary (SITA Bag Message) message exchange protocol over TCP/IP;

- (c) IBM WebSphere MQ (IBM's message-oriented middleware, previously known as IBM MQ Series) messaging over TCP/IP (which can outbound deliver BPMs to SITA Type B message gateway); and
 - (d) SITA network.
- 2.2.3 The Service interfaces to an ABS using only CONTRACTOR'S proprietary (SITA Bag Message) message exchange protocol over TCP/IP.
- 2.2.4 The Service comprises the provision and maintenance by CONTRACTOR of:
 - (a) Service routers which will be located at the Airport(s); and
 - (b) a single or dual (at CITY's option) communication path from the Service routers to the Service servers located at CONTRACTOR'S data centre(s).
- 2.2.5 The Service does not include:
 - (a) checking the Message's compliance with IATA's recommended practice 1745;
 - (b) reformatting of the Message; and
 - (c) changing or translating the Message version.
- 2.2.6 In order to implement the Service, CONTRACTOR performed the following tasks as part of the Infrastructure Agreement:
 - (a) prepare CONTRACTOR'S network firewalls to accept Messages;
 - (b) request IP address for the Service VLAN (virtual local area network);
 - (c) configure and, if necessary, install the Service router(s) at the Airport;
 - (d) provide IP-addressing and login details;
 - (e) provide IP-addressing for the ABS, LAN (local area network), and network;
 - (f) contact airline host systems for Message activation;
 - (g) configure the Service system and VLAN (virtual local area network);
 - (h) connect to CITY's switched Ethernet network; and
 - (i) test the Service with live BSM messages to the ABS.
- 2.2.7 Messages will be shared with authorized users of SITA Bag Journey involved in the specific bag journey in furtherance of IATA Resolution 753.

3 Service Dependencies

- 3.1 In order to enable implementation and/or use of this Service, CITY shall (at its own cost and expense):
 - 3.1.1 obtain and maintain all necessary permissions for CONTRACTOR to implement and provide the Service, including written authority from the relevant DCS host for connection to the Service;
 - 3.1.2 arrange for circuits between the relevant DCS hosts and the Service servers located at the CONTRACTOR data centre(s), if they are not in existence already;
 - 3.1.3 provide LAN (local area network) connectivity at the Airport(s) between the Service routers and the CITY's ABS;
 - 3.1.4 procure suitable power and environmental conditions for the CONTRACTOR Equipment located at the Airport.

4 Service Conditions

4.1 Service Period

- 4.1.1 The Service Period shall be as specified in Sec. 2. - Initial Term of Contract and Additional Periods.

4.2 Language

Unless otherwise agreed by the parties in writing, the Service, documentation and all communication (written and verbal) about the Service shall be in the English language. This includes, but is not limited to, any deliverables, training, reports, on-line help and custom fields.

4.3 **Modifications**

4.3.1 CONTRACTOR may at its option on notice by e-mail (or other electronic means) to CITY (subject to approval in the Change Management process):

- (a) modify, enhance or update a Service provided that there is no material reduction in the functionality of the Service; and/or
- (b) modify, enhance or update the Service Documentation from time to time, as reasonably required.

4.4 **End-of-Life (EOL) Policy**

The CONTRACTOR Managed Services EOL Policy applies to the Service. This policy is available at the following link (where it is set forth in full and is available to save and print) and is incorporated into this Service Schedule by reference:

<https://www.sita.aero/globalassets/docs/other/eol/managed-service-eol-policy-120218.pdf>.

4.5 **Operational improvement and security**

CONTRACTOR and the CITY agree that all data received by CONTRACTOR from (or on behalf of) CITY may be anonymized and aggregated by CONTRACTOR for research and analytics for service improvement, operational efficiency and security. This provision is subject to all other parts of the Contract, and CONTRACTOR shall at all times comply with its obligations under the Contract and under all applicable laws and follow best practices for research.

4.6 **Unauthorised Use and Re-supply**

The Service cannot be used for, or re-supplied to, other parties unless explicitly agreed by CONTRACTOR. CITY agrees that it shall not in any circumstances use the Service for, or re-supply the Service to, United States “black-listed” parties, being US “SDGTs” – Specially Designated Global Terrorists. The CITY acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs may result in termination of the Service immediately.

4.7 **Disclaimer**

4.7.1 CONTRACTOR DOES NOT WARRANT THAT 100% OF ALL MESSAGES SENT BY AN AIRLINE DCS WILL BE DELIVERED BY THE SERVICE.

4.7.2 EXCEPT TO THE EXTENT NOT PERMITTED AT LAW, CONTRACTOR SHALL NOT BE LIABLE FOR ANY SERVICES FAILURES, DELAYS, OR LOSS TO CITY CAUSED BY CITY’S FAILURE TO PERFORM AND/OR COMPLY WITH (AS APPLICABLE) THE SERVICE DEPENDENCIES LISTED IN PARAGRAPH 3. (SERVICE DEPENDENCIES) OF THIS SCHEDULE AND/OR THE OBLIGATIONS OF CITY WITHIN THE SERVICE CONDITIONS LISTED IN THIS PARAGRAPH 4. (SERVICE CONDITIONS) OF THIS SCHEDULE.

End of Schedule 5

Schedule 6 – Service Schedule for IPTV

1 Definitions

The following words have these meanings in this Schedule:

IPTV means internet protocol television

Change means modification(s) to a Service that may require a change to the Contract.

Change Request means a request for modification(s) to a Service that may require a change to the Contract.

LAN means local area network, a computer network that spans a relatively small area.

Planned Changes means changes to equipment or a Service that are scheduled in advance.

Problem means the common cause of multiple Incidents occurring at one time or persisting over a period of time or a single major Incident for which the cause is unknown.

Problem Management means the investigation and resolution of a Problem that has caused (or may be expected to cause) a major Incident or a number of smaller Incidents.

Service Requests means CITY requests for additional services (other than for resolution of Incidents).

2 Service Description

2.1 Service Overview

2.1.1 IPTV is a solution allowing broadcast network television to be integrated with SITA IDS Display solutions. This is done in order to allow a full spectrum of media content.

2.1.2 The IPTV Service included will be through the IPTV Subcontractor's Gold Program service program, which can be located at: www.vitec.com/support/maintenance-and-support-plans.

2.1.3 Includes critical security updates, minor software/firmware updates, and online remote diagnostics and engineering support.

2.2 Standard Features

2.2.1 Allows receiving of, packaging, and digital redistribution of broadcast television. These streams may be sent to various display positions and incorporated as part of Flight Information and web content that is already included as part of the SITA IDS capability list.

2.3 Exclusions

2.3.1 Onsite hardware repair or replacement of encoder and decoder devices or screens.

3 Service Dependencies

3.1 In order to enable implementation and/or use of this Service, CITY shall (at its own cost and expense):

3.1.1 provide LAN (local area network) connectivity at the Airport between the Head End locations and the distributed IPTV receivers;

3.1.2 procure suitable power and environmental conditions for the IPTV equipment located at the Airport.

4 Service Conditions

4.1 Service Period

4.1.1 The Service Period shall be as specified in Sec. 2. - Initial Term of Contract and Additional Periods.

4.2 Content

CONTRACTOR is not responsible for:

- 4.2.1. any data or display content presented through the Service;
 - 4.2.2 misuse of the IPTV platform by unpermitted users; or
 - 4.2.3 any configuration performed by third-party outside the control of SITA, where such configuration enables abuse of the service or content subsequently made available for display.
- 4.3 **Service security in CITY environment**
CONTRACTOR takes no responsibility for the security of the Service in the CITY's computing environment. The CITY shall be responsible for all network security and local security (e.g. firewalls, virus and malware protection, user access, passwords, administration, network monitoring, physical security and so on). CONTRACTOR excludes **all liability for any security breach relating to Service users, data input or the local computing environment.**
- 4.4 **Language**
Unless otherwise agreed by the parties in writing, the Service, documentation and all communication (written and verbal) about the Service shall be in the English language. This includes, but is not limited to, any deliverables, training, reports, on-line help and custom fields.
- 4.5 **Modifications**
4.5.1 CONTRACTOR (through its IPTV provider) may at its option on notice by e-mail (or other electronic means) to CITY (subject to approval in the Change Management process):
 - (a) Apply updates or upgrades if included in the IPTV Gold service package; and/or
 - (b) modify, enhance or update the Service Documentation from time to time as reasonably required.
- 4.6 **Unauthorised Use and Re-supply**
The Service cannot be used for, or re-supplied to, other parties unless explicitly agreed by CONTRACTOR. CITY agrees that it shall not in any circumstances use the Service for, or re-supply the Service to, United States "black-listed" parties, being US "SDGTs" – Specially Designated Global Terrorists. The CITY acknowledges that such use of the Service for, or re-supply of the Service to, US SDGTs may result in termination of the Service immediately.
- 4.7 **Disclaimer**
TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW:
4.7.1 CONTRACTOR HEREBY EXPRESSLY DISCLAIMS LIABILITY (DIRECT AND INDIRECT) FOR ANY AND ALL DAMAGES CAUSED BY FAILURE OR DELAY IN FURNISHING OR PERFORMANCE OF THE SERVICE;
4.7.2 IN NO CIRCUMSTANCES MAY SITA BE HELD LIABLE FOR THE CONSEQUENCES OF ERRORS, LOST MESSAGES OR FAULTY TRANSMISSIONS; AND
4.7.3 CONTRACTOR SHALL NOT BE LIABLE FOR ANY SERVICE FAILURES, DELAYS, OR LOSS TO CITY CAUSED BY CITY'S FAILURE TO PERFORM AND/OR COMPLY WITH (AS APPLICABLE) THE SERVICE DEPENDENCIES LISTED IN PARAGRAPH SCHEDULE 33 (SERVICE DEPENDENCIES) OF THIS SCHEDULE AND/OR THE OBLIGATIONS OF CITY WITHIN THE SERVICE CONDITIONS LISTED IN THIS PARAGRAPH SCHEDULE 34 (SERVICE CONDITIONS) OF THIS SCHEDULE.

End of Schedule 6

Schedule 7– Equipment Schedule

Version 080722

1 Applicability of Schedule

1.1 This Schedule applies to the following Service(s):

- 1.1.1 SITA Flex Hybrid
- 1.1.2 SITA Check-In Kiosk
- 1.1.3 SITA Information Display System
- 1.1.4 SITA Smart Path Desk mounted Facepods
- 1.1.5 IPTV

1.2 Equipment and Quantities

CONTRACTOR has agreed to provide the remote support and maintenance services, as described in the Maintenance and Support Schedule, for the following Equipment:

Type	Model	Online QTY	Spare QTY	Manufacturer
PC	HP 800 G6 SFF	59	5	HP
MSR/OCR Keyboard	Desko Neptun Chrom	59	5	Access
Monitor	HP ProDisplay P22h G4	59	5	HP
ATB (Automated boarding pass printer)	Custom TK180	57	5	Custom
BTP (Bagtag printer)	Custom TK180 RFID	45	5	Custom
DCP (Document printer)	HP M507dn	30	5	HP
LSR (Laser scanner/reader)	Honeywell (Xenon XP) 1950G	33	5	Honeywell
BGR (Boarding gate reader)	Desko 504 Pro	14	5	Desko
SITA TS6 Self Service Kiosk	SITA TS6	8	1 (spare kit)	SITA
LAN Switch	Cisco Catalyst 9200 (C9200-24T-E)	2	0	Cisco
Firewall	Cisco Firepower ASA (FPR2110-ASA-K9)	2	0	Cisco
Monitor (for IPTV)	LG 49UH5F-H	65	0	LG
IPTV Decoder	Vitec End Point Decoder EP5	77	0	Vitec
IPTV Encoder	Vitec Encoder MGW Premium	1	0	Vitec
IPTV Encoder	Vitec Encoder MGW Premium	13	0	Vitec
IPTV Decoder	Vitec End Point Decoder EP5	15	0	Vitec
Monitor	LG 49UH5F-H	146	0	LG
Monitor	LC 49UH5F-H	16	0	LG
Monitor	LG 43UH5F-H	7	0	LG
Monitor	LG 43UH5F-H	70	0	LG
Monitor	LG 32SM5J-B	90	0	LG
Monitor	Daktronics AF-3700-48x192-8-A-SF	9	0	Daktronics
DDC	Dell Optiplex 3000 Series	252	0	Dell

Type	Model	Online QTY	Spare QTY	Manufacturer
DDC	Dell Optiplex 3000 Series	70	0	Dell
Tugman	Teguar 10" Tugman - Baggage Input Device	9	0	SITA
LED	Daktronics LED AF-6700	9	0	Daktronics
Smart Path Desk mounted Facepods	G02B Desk mounted Facepod	20	0	SITA

1.2.1 Basis of Supply

CONTRACTOR previously procured the Equipment for the CITY under the Infrastructure Agreement such that the Equipment ownership transferred to CITY on the basis of **sale**.

End of Schedule 7

Schedule 8– Maintenance and Support Schedule

Version 250222

1 Definitions

The following words have these meanings in this Schedule:

Change means modification(s) to a Service that may require a change to the Contract.

Change Request means a request for modification(s) to a Service that may require a change to the Contract.

IMACD means an install, move, add, change or delete request with respect to equipment.

LAN means local area network, a computer network that spans a relatively small area.

CITY's Onsite Resolver Group means the CITY's local engineers or technicians who provide local resolution of Incidents that require physical intervention.

Operational Consumables means all consumable items necessary for the operation of equipment such as paper, thermal print heads, print ribbons and cartridges required to operate the equipment that can be installed by a trained CITY User.

Planned Changes means changes to equipment or a Service that are scheduled in advance.

Preventative Maintenance means the scheduled cleaning and adjustment of equipment and component parts to maintain reliability and availability.

Problem means the common cause of multiple Incidents occurring at one time or persisting over a period of time or a single major Incident for which the cause is unknown.

Problem Management means the investigation and resolution of a Problem that has caused (or may be expected to cause) a major Incident or a number of smaller Incidents.

Resolver Group means one of a number of specialist teams, within SITA or contracted to SITA, that may be assigned work in order to resolve an Incident or to investigate a Problem.

Restoration of Service Time means the period between the time of issue by the SITA Service Desk to CITY of an Incident Record and the time at which the Service is restored to an operational level by SITA.

RMC means SITA Remote Management Centers in Montreal and Singapore

Service Requests means CITY requests for additional services (other than for resolution of Incidents).

Unplanned Changes means changes to equipment or a Service that need to be made immediately to resolve operational problems.

Workstation means the PC hardware and software, including the operating system, with associated peripherals and peripheral firmware, configured for use by a CITY User.

2 Applicability of Schedule

2.1 This Schedule applies to the following Service(s):

- 2.1.1 SITA Flex Hybrid
- 2.1.2 SITA Check-In Kiosk
- 2.1.3 SITA Information Display System
- 2.1.4 SITA Smart Path Hub
- 2.1.5 SITA Bag Message Airport
- 2.1.6 IPTV

3 Maintenance and Support - Elements

3.1 In relation to this Service, CONTRACTOR will provide to CITY maintenance and support services, comprising the following elements:

3.1.1 Level 1 Support – Service support through the SITA Service Desk, which provides:

- (a) Incident management and Incident resolution;
 - (b) event management;
 - (c) escalation management;
 - (d) Problem Management;
 - (e) Change management; and
 - (f) IMACD management.
- 3.1.2 Level 2 Support – Service support through the SITA Remote Management Centre.
- 3.1.3 Level 3 Support – Service support through the SITA Development and Certification team.
- 3.1.4 CITY's Onsite Resolver Group will be provided formal SITA training to enable them to accept, investigate and resolve local hardware faults
- 3.1.5 After referral from either CONTRACTOR or CITY's Service Desk, CITY's Onsite Resolver Group will provide local L1 Support.
- (a) all services for the initial diagnosis and attempt at System or System component restoration, to be provided onsite for End Users (e.g. airline agents).
 - (b) If additional support is required, CITY's Onsite Resolver Group will escalate the Incident to SITA Service Desk who will assign CONTRACTOR remote teams as necessary.

4 Level 1 Support - SITA Service Desk

4.1 The SITA Service Desk will:

- 4.1.1 be the owner of Incidents for CONTRACTOR services provided to the CITY, responsible for ensuring that all Incidents are recorded and managed to successful resolution;
- 4.1.2 will provide resources to deal with CITY User enquiries and to handle CITY's Change Requests;
- 4.1.3 monitor the timely handling of the Incident by each assigned Resolver Group initiating escalation actions as required; and
- 4.1.4 provide services in English.

4.2 Incident Management

- 4.2.1 Incident Management is triggered in two ways:
 - (a) by CITY reporting the Incident to the SITA Service Desk; or
 - (b) by an actionable event being observed as part of a remote access session to the services.
- 4.2.2 The SITA Service Desk will perform the following actions for reported Incidents:
 - (a) log and categorize reported Incidents;
 - (b) track the Incident through to resolution;
 - (c) provide status updates to CITY;
 - (d) engage appropriate Incident resolution resources;
 - (e) escalate to appropriate Resolver Groups and levels of support;
 - (f) dispatch to the CITY's Onsite Resolver Group where applicable;
 - (g) identify known errors and repetitive Incidents, providing a work-around where applicable;
 - (h) follow-up for status on actions taken by support groups outside of CONTRACTOR;
 - (i) verify closure with CITY and where applicable obtain CITY concurrence for Incident closure;
 - (j) respond to CITY User queries regarding Incidents;
 - (k) initiate CITY communications during critical situations;
 - (l) initiate escalation procedures for critical situations; and

- (m) close the Incident Record and document the Incident resolution.

4.3 **Incident Resolution**

- 4.3.1 CONTRACTOR shall perform the following activities when required to resolve Incidents or to resolve or avoid Problems:
 - (a) investigate and diagnose the cause of Incidents and Problems;
 - (b) take appropriate actions to resolve Incidents and Problems;
 - (c) apply emergency software patches and updates when required;
 - (d) update configuration information when required; and
 - (e) ensure that other related activities are reported and recorded by the SITA Service Desk.
- 4.3.2 Upon the detection of an actionable event, or notification of an Incident to the SITA Service Desk, remote access to the Service may be used to investigate and resolve the Incident.
- 4.3.3 If it is determined that an Incident cannot be resolved remotely, the SITA Service Desk will assign the Incident to the CITY's Onsite Resolver Group who will attend the Incident. CONTRACTOR will endeavour to limit the scope of on-site work to those activities that require physical intervention.
- 4.3.4 When appropriate, CONTRACTOR may remotely connect to and access the Service to address CITY's service needs.
- 4.3.5 CONTRACTOR will:
 - (a) comply with its security policy and procedures for remote access;
 - (b) obtain CITY's permission to perform a remote Workstation takeover, if required; and

4.4 **Event Management**

- 4.4.1 The SITA Service Desk will also act in operational synergy with the CONTRACTOR'S Proactive Surveillance Management (PSM) team who are part of the Remote Management Centers. The CONTRACTOR'S PSM team operates the event management process and detects any deviations from the normal state of a Service. Events are provided by monitoring and control systems which are based around two types of tools:
 - (a) active monitoring tools to determine the status and availability of a configuration item (for example warning that disk capacity is nearing a pre-set limit);
 - (b) passive monitoring tools that alert when an operational situation has occurred.
- 4.4.2 In general, event management will be used for the following Service management aspects:
 - (a) hardware status, performance and utilization;
 - (b) environmental conditions;
 - (c) Software utilization and monitoring; and
 - (d) application performance.

4.5 **Escalation Management**

- 4.5.1 Should an Incident not be resolved within the applicable Service Level targets, the SITA Service Desk shall provide status updates to CITY in accordance with agreed procedures.
- 4.5.2 The SITA Service Desk may trigger escalation procedures when an Incident resolution time is in danger of exceeding the threshold defined in the Service Levels Schedule.
- 4.5.3 The objectives of the escalation procedures are to ensure that:
 - (a) an Incident is rectified as quickly as possible;
 - (b) all measures are taken to minimize any disruption to CITY's operations;

- (c) if an Incident cannot be resolved within pre-determined periods, affected CITY Users are notified of the Incident and the progress of its resolution;
- (d) appropriate and progressively more senior, CONTRACTOR staffs are made aware of the Incident and the actions being taken for resolution; and
- (e) appropriate resources are deployed as necessary to assist the resolution effort.

4.6 **Problem Management**

- 4.6.1 CONTRACTOR will provide Problem Management to identify, remove the cause and minimize the impact of repeated Incidents and Problems on CITY's business.
- 4.6.2 Problem Management will work to identify the root cause of the Problem, initiate corrective actions and resolve the Problem.

4.7 **Change Management**

- 4.7.1 CONTRACTOR will provide a Change Management service, to advise CITY of Changes proposed by SITA and to ensure appropriate action to support Change Requests submitted by CITY.
- 4.7.2 CONTRACTOR will manage Change Requests through the CITY's account manager or the local operations Service manager.

5 **Level 2 Support - The Remote Management Centre**

- 5.1 Monitoring and fault management will be provided by SITA Remote Management Centre (RMC) including all remote activities such as trouble shooting, diagnostic, restoration and other remedial activities required in order to restore a Service application to a full operational mode. Level 2 Support will also include Software administration and distribution of:
 - 5.1.1 operating system updates, e.g. security patches;
 - 5.1.2 antivirus updates;
 - 5.1.3 platform software updates;
 - 5.1.4 launch application updates; and
 - 5.1.5 certified airline application updates, e.g. involves packaging for distribution, downloading and verification testing to ensure proper operation.
- 5.2 The CONTRACTOR'S RMC will:
 - 5.2.1 receive assigned unresolved Incidents from CITY's Onsite Resolver Group for investigation and resolution
 - 5.2.2 notify the SITA Service Desk when CITY's Onsite Resolver Group need to be dispatched for hardware break/fix;
 - 5.2.3 assigned unresolved Incidents to CONTRACTOR'S Level 3 teams where necessary;
 - 5.2.4 perform Incident resolution or identifies Problems where root cause is unknown;
 - 5.2.5 escalate to SITA Airport Operations team (the Problem management team);
 - 5.2.6 perform workarounds identified by the Problem management team for Incident resolution;
 - 5.2.7 identify changes to infrastructure required for Incident resolution;
 - 5.2.8 notify SITA's Application Management team(s) of any hardware change that may impact the applications running on that hardware;
 - 5.2.9 receive global work order notification when new release is available;
 - 5.2.10 perform System change to deploy new software release; and
 - 5.2.11 notify SITA Service Desk upon completion of any Change or resolution of any Incident.

6 **Level 3 Support - Development and Certification Team**

- 6.1 SITA's Level 3 Support owns the following responsibilities:

- 6.1.1 receives requests for Incident and Problem management support via Level 2 Support teams;
 - 6.1.2 performs root cause analysis to identify bugs or requirements for code change;
 - 6.1.3 engages CONTRACTOR'S Development Team to fix bugs or apply code changes in next Service application release;
 - 6.1.4 notifies CONTRACTOR'S Operational Release Management team of upcoming release availability;
 - 6.1.5 performs recommendation and action planning to update obsolete resources and migration to new versions of software and/or platforms;
 - 6.1.6 performs small developments: monitoring shell scripts, scheduled tasks, delete logs.
 - 6.2 Level 3 Support is complemented by CONTRACTOR'S Development, Certification Group that owns the following responsibilities:
 - 6.2.1 develops required code change and bug fixes;
 - 6.2.2 performs certification and testing of new releases;
 - 6.2.3 makes releases available to CONTRACTOR'S Airport Operations team for global release following beta certification;
 - 6.2.4 notifies CONTRACTOR'S Airport Operations of availability of a new release;
 - 6.2.5 develops functional and technical documentation associated with new developments, user manuals for the scheduled tasks and shell scripts.
 - 6.3 The Level 3 Support coverage hours are based on CONTRACTOR'S normal business hours for Level 3 support (Monday – Friday, 9.00 am - 17.00 pm).]
- 7 CITY Responsibilities**
- 7.1 CITY responsibilities include (at CITYs cost):
 - 7.1.1 provide additional training to CITY Users should CONTRACTOR feel that lack of training is contributing to levels of Incidents;
 - 7.1.2 ensure basic support for the Equipment including removing paper jams and any foreign objects;
 - 7.1.3 ensure CITY's Onsite Resolver Group team members attend CONTRACTOR'S formal training on the maintenance of the Hardware;
 - 7.1.4 ensure CITY's Onsite Resolver Group team members comply with Preventative Maintenance guidelines and schedule;
 - 7.1.5 ensure CITY's Onsite Resolver Group team members comply with and apply Incident investigation and resolution guidelines and techniques provided in SITA's formal training;
 - 7.1.6 report Incidents to SITA as soon as they occur with full details, where known;
 - 7.1.7 submit Change Requests to SITA, with a clear definition of requirements;
 - 7.1.8 agree with SITA a timetable for any planned Changes that require work to be done by CONTRACTOR;
 - 7.1.9 supply CONTRACTOR with CITY User contact details;
 - 7.1.10 ensure that the installation of other hardware at the site will not cause interference to the Equipment or Authorized CITY Equipment, which CONTRACTOR has agreed to support; and
 - 7.1.11 provide and restock Operational Consumables and purchase any Equipment that may be required to repair or replace broken or end of life Equipment.

End of Schedule 8

Schedule 9 – Service Levels Schedule

Version 210322

1 Definitions

The following words have these meanings in this Schedule:

Affected Site means the CITY Site in which the Unplanned Outage occurs.

Application means the software application used by CONTRACTOR to provide the relevant Service.

Business Day(s) means, in this SLA, the business day in the time zone of the CONTRACTOR'S support group responsible for the remote support.

Defer Time means cumulated time where CONTRACTOR is unable to progress the resolution of an Incident due to events outside the responsibility of SITA (including, without limitation, local CITY contact being unavailable, Incident residing outside the scope of the Service, any Force Majeure Event).

Exclusions means in respect of each Service Level, the circumstances in which targets are not applicable, described as Exclusions in this Schedule.

Force Majeure Event means in relation to this schedule, an event which; (a) is beyond the reasonable control of the affected party and which the affected party cannot prevent or overcome, in each case as determined by the affected party acting reasonably; (b) prevents total or partial performance of the obligation(s) of the affected party, and (c) does not arise through the fault or negligence of the affected party. It includes any environmental conditions, vandalism, government action, strikes or lock-outs, war, terrorism, commercial power supply interruption, flood, fire, lightning strike, earth-quake, solar flare, equipment failure when managed by CITY, failure or unavailability of telecommunications lines (including local access) outside the scope of the Service, sub-sea cable damage by anchor, earth-quake submarine or other event, third party interventions not under SITA control, and failure of any third party service provider.

Incident means an unplanned interruption to the Service(s) covered by this Schedule

Incident Record means an occurrence of an Incident that is logged in the CONTRACTOR ITSMS and acknowledged through the provision on an Incident reference number by SITA

Maximum Service Availability Period means the maximum time the Service or a Service Element (as the case may be) is expected to be available during the Service Cover Period throughout the Measurement Period, after deducting Scheduled Downtime, Unscheduled Permitted Downtime, and time the Service was unavailable due to any Force Majeure Events and/or Exclusions.

Measurement Period means: **(a)** in respect of SITA Flex Hybrid – three calendar months (on a rolling basis); and **(b)** in respect of other Services – one calendar month.

Normal Business Hours or **NBH** means the normal business hours at the place indicated, and if no place is indicated, then it means the normal business hours of SITA's or its subcontractor's nearest service centre.

Priority Level means the level of severity of an Incident, falling into one of the levels indicated in paragraph 3.2.1 of this Schedule.

Primary Checks means those activities performed by CITY's Onsite Resolver Group to determine and resolve Incidents.

Restoration of Service Time means the period between the time of issue by the SITA Service Desk to CITY of an Incident Record and the time at which the Service is restored to an operational level by SITA.

Scheduled Downtime means a period of scheduled downtime for the Service or the Service Element (as the case may be), for the purpose of SITA carrying out activities necessary for the proper operation of such Service or Service Element, such as: (a) software loads; (b) communication loads; (c) upgrades; (d) database re-organisation; (e) preventative maintenance; and (f) disaster recovery testing or upgrades.

Service means each of the Services to which this Schedule explicitly specifies that it applies to.

Service Availability Achieved means the calculated actual time, expressed as a percentage, for which the Service or a Service Element (as the case may be) is available during the Maximum Service Availability Period.

Service Availability Target means each Service Level, which is the proportion of the Maximum Service Availability Period, expressed as a percentage, representing the target time for which the Service or a Service Element (as the case may be) is available during Maximum Service Availability Period. A sample calculation appears in paragraph 3.1.2 of this Schedule.

Service Cover Period means the times during the day when the Service Levels shall apply to the Service or a Service Element (as the case may be). In the absence of contrary indication, Service Cover Periods are twenty-four hours a day, seven days a week.

Service Level means, in respect of a Service, any service level applicable to that Service, specified in this Schedule.

Service Element means a specific element of the Service to which a Service Level applies.

Service Levels Report has the meaning given to it in paragraph 4.1 of this Schedule.

Unplanned Outage means an outage to a Service that results in a period of lack of Service availability, provided that such outage is not a Scheduled Downtime or Unscheduled Permitted Downtime and excepting Exclusions.

Unscheduled Permitted Downtime means emergency Service outages or planned Service outage to perform emergency or urgent maintenance, which may include maintenance windows or maintenance update for third party issued patches and updates for the Service (and supporting infrastructure if applicable), which may be a critical security patch update if it addresses an issue that may affect the operating environment of the Service.

2 Applicability of Schedule

2.1 This Schedule applies with regards to the following Service(s):

- 2.1.1 SITA Flex Hybrid
- 2.1.2 SITA Check-In Kiosk
- 2.1.3 SITA Information Display System
- 2.1.4 SITA Smart Path Hub
- 2.1.5 SITA Bag Message Airport
- 2.1.6 IPTV

3 Service Levels

3.1 Service Availability

- 3.1.1 Exclusions. Service Availability Targets do not apply in the absence of an Incident Record issued by CONTRACTOR.
- 3.1.2 Service Availability Achieved is measured against the Service Availability Target and is calculated as a percentage of the Maximum Service Availability Period. The table below contains a calculation (provided as an illustration only) of Service Availability Achieved during a Measurement Period of one calendar month.

A quarter based on 90 calendar days = 129,600 minutes (for a Service Cover Period of 24 hours x 7 days a week)
Scheduled Downtime and/or Unscheduled Permitted Downtime = 240 minutes
Time related to Force Majeure Events and/or Exclusions = 240 minutes
Maximum Service Availability Period = 129,120 minutes
Unplanned Outages = 600 minutes
Service Availability Achieved for relevant Measurement Period = $((129,120 - 600) / 129,120) * 100 = 99.53\%$
If Service Availability Target = 99.5% , the target is exceeded.

3.1.3 Service Levels for Service Availability are as set out in the following table:

Service	Service Availability Target
SITA Flex Hybrid	99.9%
SITA Smart Path Check In Kiosk	99.9%
SITA Information Display System	99.5%
SITA Smart Path Hub	99.75%
SITA Bag Message Airport	99.99%
IPTV	N/A

3.2 Restoration of Service Time

3.2.1 When the CITY reports an Incident to the SITA Service Desk, the SITA Service Desk will assign to it one of the following priority levels (**Priority Level**):

Priority Level	Description	Examples
1	Critical Business Impact	Total system failure, including interruption of business critical applications, affecting all CITY Users. An alternative or bypass is unavailable.
2	Major Business Impact	Complete or partial service interruption of business critical applications has occurred, affecting multiple CITY Users or workstations. An acceptable alternative or bypass is unavailable.

Priority Level		Description	Examples
3	Minor Business Impact	Partial service interruption of business critical applications, affecting a group of CITY Users or isolated business area. Operational impact is minimal with no immediate impact on Service delivery. An alternative bypass is available.	A new service (not a migration or replacement) was installed but has never been operational for CITY; CITY migrated from a previously functional service and has lost partial functionality; A user interface is not functioning, preventing CITY Users from making updates to their data; and A single server has failed in a multi-server environment, resulting in degraded performance.
4	Minimal Business Impact	A component, procedure or non-critical application is unusable. An alternative is available. There is impact to an individual CITY User and minimal impact on Service delivery (possibly resulting in minor inconvenience).	Failure of server(s) occurred, but the back-up system recovered immediately; Failure of an application, but it recovered automatically or could be restarted and normal operation resumed; and Intermittent degradation of Service (slow response time).
5	Minor Issues/No Business Impact	The faults do not affect the Service. An alternative or bypass is not applicable. There is minimal to no impact to CITY	Spelling error with minimal impact; A configuration change is required; and Changes in user preferences.

- 3.2.2 Following the issue of a Incident Record, which is assigned to CONTRACTOR'S support teams, CONTRACTOR will attempt to resolve the Incident by:
- (a) performing remote diagnostics and troubleshooting; and
 - (b) if necessary, assign the Incident to the CITY's Onsite Resolver Group for Primary Checks.
- 3.2.3 Service Levels for Restoration of Service Time for the Priority Level of the Incident in question are as set out in the following table:

Service	Priority Level	Service Cover Period	Restoration of Service Time Target	Service Level (% of Incidents restored within Restoration of Service Time Target)
SITA Flex Hybrid (application / software)	1	SITA Service Desk and remote advanced support – 24/7 Remote third level support - Mon – Fri 9:00 – 17:00	2 Hours	90%
	2		4 Hours	
	3		8 Hours	
	4		16 Hours	
	5		Next Business Day	
SITA Check In Kiosk (application / software)	1	SITA Service Desk and remote advanced support – 24/7 Remote third level support - Mon – Fri 9:00 – 17:00	2 Hours	90%
	2		4 Hours	
	3		8 Hours	
	4		16 Hours	
	5		Next Business Day	
SITA Smart Path HUB (application / software)	1	SITA Service Desk and remote advanced support – 24/7 Remote third level support - Mon – Fri 9:00 – 17:00	2 Hours	90%
	2		4 Hours	
	3		8 Hours	
	4		16 Hours	
	5		Next Business Day	
SITA Bag Message Airport	1	SITA Service Desk and remote advanced support – 24/7 Remote third level support - Mon – Fri 9:00 – 17:00	40 min	90%
	2		60 mins	n/a
	3		120 mins	
	4		480 mins	
	5		5 Business Days (Mon – Fri)	
SITA Information Display System (application / software)	1	SITA Service Desk and remote advanced support – 24/7 Remote third level support - Mon – Fri 9:00 – 17:00	4 hours	90%
	2		12 hours	
	3		5 Business Days	
	4		30 Business Days	
	5		30 Business Days	
IPTV	1	SITA Service Desk support – 24/7 Four (4) hour response to Service Incident query	Response within 24 Hours	Best Effort
	2			
	3			
	4			
	5			

An Incident is deemed to be resolved when either:

- (a) CONTRACTOR rectifies the fault or failure and reports that to CITY;
- (b) workaround has been achieved and the implementation of further resolution is scheduled;
- (c) CITY acknowledges, after contacting the SITA Service Desk, that there is no fault or failure;
- (d) CONTRACTOR confirms to CITY that the functionality which is the subject of the reported Incident is correct;
- (e) the fault or failure cannot, despite reasonable efforts, be reproduced by CONTRACTOR and/or CITY (and, as such, was a one-off); or
- (f) CONTRACTOR determines that a remedy for the Incident will be included in the next release of the Application.

4 Service Levels Report

- 4.1 CONTRACTOR shall deliver within 30 days from the end of each Measurement Period to CITY a report, which indicates the shortfalls in the Service Levels during that Measurement Period (**Service Levels Report**).
- 4.2 The parties agree that all information contained in Service Level Reports is Confidential Information of CONTRACTOR.

5 Exclusions

- 5.1 1) Service Levels do not apply to any of the following Exclusions listed in paragraphs 5.1.1 to 5.1.12 below; in addition, 2) Service Availability Targets (and Service Availability Achieved calculations) shall not include time the Service was not available due to any of such Exclusions:
 - 5.1.1 Scheduled Downtime;
 - 5.1.2 Unscheduled Permitted Downtime;
 - 5.1.3 Force Majeure Events;
 - 5.1.4 Defer Time;
 - 5.1.5 the absence of an Incident Record issued by CONTRACTOR
 - 5.1.6 the absence of a necessary Incident report from CITY in accordance with the agreed incident reporting procedure provided during the Service acceptance;
 - 5.1.7 the absence of the CITY providing Primary Checks information to the CONTRACTOR'S Service Desk or where the CITY is not reachable in order to perform Primary Checks;
 - 5.1.8 failure of CITY's Onsite Resolver Group to comply with and apply Preventative Maintenance guidelines
 - 5.1.9 failure of CITY's Onsite Resolver Group to comply with and apply formal training guidelines for fault investigation and resolution
 - 5.1.10 acts or omissions by the CITY or third parties (other than CONTRACTOR'S representatives);
 - 5.1.11 Incident(s) caused by the CITY or its Third parties; and
 - 5.1.12 CITY's (or its Representatives') breach of any part of the Contract.

6 Legal Terms

- 6.1 The CITY acknowledges and agrees that the Service Levels:
 - 6.1.1 are not warranties or guarantees of performance standards;
 - 6.1.2 do not create any obligations for results on CONTRACTOR; and
 - 6.1.3 if not met, shall not constitute a breach by CONTRACTOR of any part of the Contract.

- 6.2 The CITY acknowledges that the Services will not operate without interruption or error and that Unplanned Outages may occur and are to be expected.
- 6.3 The CITY is responsible for:
 - 6.3.1 satisfying itself as to the adequacy of the Services it has ordered for its operational needs, for example by analysing its relevant costs, benefits and needs, including in relation to other services available from CONTRACTOR'S, and CITY's own insurance coverage for unanticipated events (considering SITA's limits of liability and service exclusions); and
 - 6.3.2 anticipating and mitigating the effects of unavailability of the Services (for example, by way of back up manual processes and staff training).
- 6.4 If a party is unable to perform or is delayed in performing an obligation under this schedule because of a Force Majeure Event, then:
 - 6.4.1 that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event; and
 - 6.4.2 the party affected by the Force Majeure Event will not be liable for delay or failure to perform any of its obligations in this schedule.
- 6.5 If a Force Majeure Event occurs, the non-performing party must:
 - 6.5.1 promptly give the other party notice of the event and an estimate of the non-performance and delay;
 - 6.5.2 take all reasonable steps to overcome the effects of the event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms); and
 - 6.5.3 resume compliance as soon as practicable after the event no longer affects the party.
- 6.6 Neither party will have the right to claim or receive damages for any delay or non-performance of obligations by the other party resulting from a Force Majeure Event.
- 6.7 If a delay or failure to perform any party's obligations due to a Force Majeure Event exceeds 90 days, the party not affected by the Force Majeure Event may terminate the Contract in whole or with respect to the affected Service only (as relevant) with notice to the other party.
- 6.8 SUBJECT TO THE LIMITATION OF LIABILITY PROVISIONS IN THE CONTRACT, SITA SHALL NOT BE LIABLE IN ANY EVENT FOR ANY ERRORS, FAULTS, DELAYS, DOWNTIME OR UNAVAILABILITY TO THE EXTENT RESULTING IN ANY WAY FROM ONE OR MORE OF THE EXCLUSIONS (DESCRIBED IN PART 5).

End of Schedule 9

Schedule 10 – Pricing Schedule

Version 03082020

1 Definitions

- 1.1 Capitalised terms used in this Schedule and not specifically defined in this Schedule, shall have the same meanings as may be ascribed to them in the General Terms or the relevant Service Schedule(s).
- 1.2 The following words have these meanings in this Schedule:
Charges means, in respect of a Service, the fees and charges applicable to the provision of that Service, as set out in the Pricing Schedule or elsewhere in this Service Agreement.

2 Monthly Service Charges

- 2.1 CONTRACTOR shall Invoice and CITY shall pay to CONTRACTOR the monthly service Charges shown in the following table commencing February 2, 2023.

CONTRACTOR's Services and Systems Supported (by calendar year)	3/1/23 – 2/1/23 (11 mos)	2/2/23- 2/1/24 (12 mos)	2/2/24- 2/1/25 (12 mos)	2/2/25- 2/1/26 (12 mos)	2/2/26- 2/1/27 (12 mos)	2/2/27- 2/1/28 (2 mos)
CONTRACTOR Systems Warranty already sold under the Project (includes remote software support, licenses, Helpdesk)	Terminal Project already paid : \$409,120	Terminal Project already paid : \$81,830	Terminal Project already paid : \$0	Terminal Project already paid : \$0	Terminal Project already paid : \$0	Terminal Project already paid : \$0
CONTRACTORS Infrastructure Support Costs for all SITA Systems - CUTE, Maestro, CUSS, FIDS, Smart Path (remote server support, licenses and SITA's CSM)	CITY \$0	CITY \$184,094	CITY \$220,913	CITY \$220,913	CITY \$220,913	CITY \$36,819
SITA Flex - Common Use Charge (CUTE) - covers 56 positions	CITY \$0	CITY \$47,133	CITY \$56,559	CITY \$56,559	CITY \$56,559	CITY \$9,427
SITA Smart Path CUSS Kiosks - (CUSS) - covers 8 Kiosks	CITY \$0	CITY \$6,392	CITY \$7,670	CITY \$7,670	CITY \$7,670	CITY \$1,278
SITA Info. Display Systems (FIDs, GIDs, BIDs, MUFIDs, etc.)	CITY \$0	CITY \$79,731	CITY \$95,677	CITY \$95,677	CITY \$95,677	CITY \$15,947
SITA Smart Path Biometric Desk mounted Facepods	CITY \$0	CITY \$54,315	CITY \$65,179	CITY \$65,179	CITY \$65,179	CITY \$10,863
IPTV	CITY \$0	CITY \$17,138	CITY \$20,566	CITY \$20,566	CITY \$20,566	CITY \$3,428

CONTRACTOR'S Services and Systems Supported (by calendar year)	3/1/23 – 2/1/23 (11 mos)	2/2/23- 2/1/24 (12 mos)	2/2/24- 2/1/25 (12 mos)	2/2/25- 2/1/26 (12 mos)	2/2/26- 2/1/27 (12 mos)	2/2/27- 2/1/28 (2 mos)
BagMessage (BSM type only)	CITY \$0	CITY \$38,000	CITY \$45,600	CITY \$45,600	CITY \$45,600	CITY \$7,600
Forecasted Additional charges related to Project changes (pending approval)	CITY \$0	CITY \$62,500	CITY \$75,000	CITY \$75,000	CITY \$75,000	CITY \$12,500
TOTAL Owed by CITY	\$0	\$489,303	\$587,164	\$587,164	\$587,164	\$97,652

3 Transaction Charge for BagMessage

- 3.1 Should the annual volume of bags handled, exceed the contracted allowance of 4.5 million bags per year, each exceeding bag will be charged at Unit rate of \$0.00878 per bag.
- 3.2 The reconciliation of exceeding number of bags will be carried out annually from the date when SITA makes the Service available for use by Customer and the reconciliation figures multiplied by the excess Unit rate, to calculate the total excess charge to be invoiced.
- 3.3 The Excess charge amount will be invoiced and paid by the customer to SITA as an exceptional charge on the first day of the month following reconciliation. The reconciliation charge will represent a separate item on the invoice and is payable in addition to the monthly SITA Bag Message Airport service charge.

4 Termination Charges

- 4.1 On termination of the Service(s) for any reason, other than where CONTRACTOR is in default, CONTRACTOR shall be entitled to charge for its damages and losses allowed under law, and the following:
 - 4.1.1 The Charges up to the actual date of termination; and
 - 4.1.2 All unpaid upfront investment costs of CONTRACTOR for delivery and implementation of the Service(s) (including for delivery and installation of any Software and/or Equipment and any costs/savings amortised over the Service Period as part of CONTRACTOR'S financial modelling); and
 - 4.1.3 Any internal/external costs (including stranded costs) incurred as a result of termination i.e. any costs incurred by CONTRACTOR which would not have been incurred had this Contract continued in respect of the terminated Service(s) until its natural expiry; and any costs which CONTRACTOR is unable to recover (having used all reasonable endeavours to do so) e.g. any Charges and penalties imposed by subcontractors and suppliers of CONTRACTOR, which CONTRACTOR is unable to avoid using commercially reasonable efforts; and
 - 4.1.4 Any de-installation and disposal Charges.

End of Schedule 10