AMENDMENT NO. 21

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY AND SITA INFORMATION NETWORKING COMPUTING USA, INC.

TO

PURCHASING CONTRACT 02-11

THIS AMENDMENT NO. 21 made and entered into as of the Sep 3, 2024 , by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Aviation Authority") and SITA INFORMATION NETWORKING COMPUTING USA, INC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated November 16, 2011, as amended by Amendment No. 1 dated December 11, 2014; Amendment No. 2 dated May 28, 2015; Amendment No. 3 dated December 7, 2015; Amendment No. 4 dated May 5, 2016; Amendment No. 5 dated July 25, 2016; Amendment No. 6 dated April 5, 2017; Amendment No. 7 dated May 30, 2017; Amendment No. 8 dated December 29, 2017; Amendment No. 9 dated March 28, 2018; Amendment No. 10 dated May 18, 2018; Amendment No. 11 dated June 13, 2018; Amendment No. 12 dated July 18, 2018; Amendment No. 13 dated June 11, 2019; Amendment 14 (not completed or executed); Amendment 15 dated 30 July 2020; Amendment No. 16 dated 25 March 2021; Amendment No. 17 dated May 25, 2021, Amendment No. 18 dated May 31, 2022, Amendment No. 19 dated October 24, 2022, and Amendment No. 20 dated May 22, 2023, Contractor agreed to provide the Aviation Authority with a Common Use Passenger Processing System ("CUPPS") and Common Use Self Service ("CUSS"), and among other things, to provide related operations and maintenance services at Orlando International Airport, Orlando, Florida;

WHEREAS, the Contract is in its tenth renewal option, which expires on May 21, 2025, and the Authority desires and the Contractor agrees to amend the Contract to cover all implementation and management and oversight of SITA's solutions, scope of work, warranty, licenses, and maintenance related to the deployment for the MCO Terminal "C", P1X expansion area.

WHEREAS, the Aviation Authority requires the Contractor's prior written consent, which the Aviation Authority is willing to give on the terms and conditions set forth below.

NOW, **THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

- 1. <u>Effective Date</u>: The effective date of this Amendment shall be <u>June 24, 2024</u>.
- **2.** <u>Contract Adjustment:</u> The Contractor shall implement, manage, and oversee the SITA's solutions (CUPPS and Biometrics) scope of work, warranty, licenses, and maintenance, as described in Attachment "A-21" in the not-to-exceed amount of \$1,202,888.35, which includes a possible SITA SmartPath Biometric eGate Potential Import Tariff Cost in the amount of \$120,000. The SITA SmartPath Biometric eGate import tariff costs are only allowed based on SITA provided import documentation and the Aviation Authority verification and approval of fund release.

- **Compensation**. In consideration of the work to be performed pursuant to this Amendment No. 21, the estimated value for this contract adjustment is a not-to-exceed amount of \$1,202,888.35. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 4. <u>Contractor's Performance Bond or Letter of Credit</u>. Prior to the execution of this Amendment No. 21, Contractor shall furnish the Aviation Authority with a Contractor's performance bond or Letter of Credit for the Terminal "C", P1X expansion project as stated in the Amendment in an amount, shall increase the existing \$2,500,000 bond by **ONE HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED EIGHT DOLLARS**, (\$181,208) for a total bond of \$2,681,208.
- **5.** Intellectual Property Rights. The Aviation Authority acknowledges and agrees that all Intellectual Property Rights, as defined below, in the Terminal "C" equipment, software and services as provided in Attachment A-22 and Attachment B-22, and other materials provided by Contractor to the Aviation Authority pursuant to this Contract, collectively "Systems", are either licensed to, or are the property of Contractor, and nothing contained herein shall be deemed to convey any title or ownership interest therein to the Aviation Authority. The Aviation Authority's only right with respect to such Intellectual Property Rights is the right to use such only in relation to the Systems provided hereunder.

The Contractor hereby grants to the Aviation Authority a non-transferable, non-exclusive license to use the Systems and other materials provided by Contractor solely for the purposes of this Contract for the term. The Aviation Authority undertakes not to use, or authorize any third party to use, the Systems or any other materials provided by Contractor except as authorized under this Contract, without Contractor's consent.

The Contractor owns and retains all right, title, and interest in and to any Intellectual Property Rights which have been independently developed and/or acquired prior to, or during the performance of, this or as a result of the performance of its obligations hereunder.

If, while performing its obligations under this Contract, Contractor jointly with the Aviation Authority, develops any material that contains any Intellectual Property Rights (Developed Material), then all Intellectual Property Rights in the Developed Material shall vest in Contractor. To this end, where relevant, the Aviation Authority 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 Moral Rights, as defined below, 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.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organization 1967.

Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute, that exist or that may come to exist, anywhere in the world.

6. <u>Fees Associated with Identification Badges and Keys</u>. The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance of identification badges and keys. The Aviation Authority shall determine the term of each badge at the time of issuance.

Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.

- 7. <u>Suit/Proceedings</u>. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.
- **Public Entity Crimes Act**. The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."
- **9.** Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 21, the Contract shall continue in full force and effect in accordance with its terms and conditions.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 21 to be duly executed as of the date and year first above written.

GREATER ORI ANDO AVIATION AUTHORITY
Lyn Cot
By: box sign 1v3Q39J4-19YJP8Y8
Title: CEO
0-7 0 0004
Date: Sep 3, 2024
'CONTRACTOR"
SITA INFORMATION NETWORKING COMPUTING USA, INC.
Signed by:
By: Danielle Morton
80A4CAF6B85E4C3
Danielle Morton Senior Manager Business Finance
Name/Title
Date: ^{13-Aug-2024}
Date:
APPROVED AS TO FORM AND LEGALITY For the use and reliance of the Greater Orlando
Aviation Authority, only.
Name of Law Firm: Nelson Mullins Riley & Scarborough LLP
go O, Thacker
By: boxsign 1R88P9LP-197/P878
y. wood
Date: Aug 29, 2024



PRICING QUOTATION

For	Greater Orlando Airport Authority – 12 June 2024				
Project	MCO Terminal C P1X Construction – Quote for SITA Solutions: - CUTE - Biometrics				
Project Location	MCO Terminal C – P1X expansion area				
Description	As requested by GOAA, SITA is providing a consolidated quote for the enclosed SITA solutions to be deployed at MCO's Terminal C – P1X expansion area.				
	Project Management				
	Overall SITA Project Management to cover all implementation and management/oversight of SITA's solutions and scope of work for the P1X expansion area.				
	 Provide coordination between all SITA internal and external resources and subject matter experts 				
	- Provide necessary documentation and as builds				
	 Attend (both remotely and in person) construction meetings with GOAA, CMAR, construction contractors, others as needed 				
	 SITA's onsite Technical Manager Project Manager (Contractor) will be supported by additional remote SITA Supervisory Project Manager(s) who will mostly be remote but may be onsite as required. 				
	 Part-time remote support during pre-implementation; full-time onsite support during the implementation and testing phases. 				
	 Support for Airport and Airline staff training is excluded as no new airlines are in-scope. 				
	1. Perform the duties of SITA onsite Technical Project Manager				
	2. SITA's liaison to the Greater Orlando Aviation Authority (GOAA)				
	 Coordination with SITA Project Management Office (PMO) and assigned SITA internal Project Manager, who is planned to be remote. 				
	Coordination with GOAA stakeholders (management, technical, operations, airline representatives)				
	5. Coordination with the General Contractors (GCs) (Hensel Phelps)				
	6. Coordination with the trade contractors contracted under the GCs				
	Coordination with the solution (systems) providers as required for interface with the in-scope SITA solutions				
	8. Coordination with Airline stakeholders				





- 9. Coordination with designers (as required)
- 10. Stakeholder Management
- 11. Project Management
- 12. Meeting Attendance as required
 - a. Construction and subcontractors' meetings
 - b. Stakeholder meetings
 - c. Project safety meetings
 - d. Project scheduling meetings
- 13. Coordination and management of the project schedule in coordination with the master construction schedule
- 14. Coordination and management of the project schedule in coordination with the SITA PMO
- 15. Project Reporting
- 16. Project Budget Management in coordination with SITA PMO
- 17. Project Close-out
- 18. Delivery management for the in-scope contracted construction deliverables (mock-ups, submittals, and etc.)
- 19. Delivery management for systems testing (test plans, schedule, results, attendance, and sign-offs) to include both airport and airline stakeholders.
- Delivery management for systems training (test plans, schedule, results, attendance, and sign-offs) to include both airport and airline stakeholders.
- 21. Delivery management for the installation and configuration for the inscope systems
- 22. Coordination with SITA PMO for onsite SITA resources as required (installation, testing, training) including subcontractors if in-scope.
- 23. Identify and document the project close-out process
- 24. Delivery management for project close-out
- 25. Delivery management over the transition to GOAA and SITA steady-state support
- 26. Coordination with SITA PMO in support of milestone-based invoicing to GOAA
- 27. Construction Administration





The following hardware and services are included in this quote:

Common Use (CUTE)

- Scope:
 - Installation/configuration
 - All unpacking of devices, bench testing, imaging, configuration and physical deployment of peripherals and workstations (GOAA to provide workstation hardware to SITA per SITA's schedule). Work to be completed by the existing, SITA technicians, during SITA's operational hours and anything outside of the normal business hours is subject to additional charges.
 - Extend existing Common Use to the P1X area.
 - End User Testing and Acceptance by airlines and GOAA
 - As builds and warranty documentation in PDF or Microsoft formats
 - o Hardware will be owned by GOAA; de-installation costs excluded.
- CUTE Hardware to be **provided by SITA:**
 - o Gate Counter = GC
 - o Gate Podium = GP

MCO Hardware – P1X Terminal C	GC	GP	Count	Spares	Total
Workstation OS license	17	9	26	0	26
BPP Custom TK180	17	9	26	3	29
BTP Custom TK180 RFID	17	9	26	3	29
BTP-H Paper Roll Holder	17	9	26	1	27
BCR Honeywell Genesis 7580	17	0	17	2	19
MSR/OCR Access IS MSR/OCR 315e with bracket	17	9	26	3	29





- CUTE Hardware and cables required to be **provided by GOAA and others:**
 - o Gate Counter = GC
 - o Gate Podium = GP

MCO Hardware – P1X Terminal C	GC	GP	Count	Spares	Total
Workstation HP EliteDesk 800 G6 DM Series MSNA	17	9	26	3	29
Display Viewsonic 22 inch	17	9	26	3	29
Monitor Arm & keyboard stand	17	9	26	3	29
Keyboard HP Std Wired and Mouse	17	9	26	3	29
GPP HP M506	17	9	26	3	29
4 Port USB to Serial RS232 Adapter StartTech	17	9	26	3	29
RJ45 Modular Adapter	17	9	26	3	29
USB 10ft cable for Custom TK180	17	9	26	3	29
Patch cords Cat6 cables various lengths			35	5	40

SITA SmartPath Biometric eGate

- Scope
 - o Project Management





- SITA Professional Services Software Configuration, Testing and Commissioning; travel and expenses included
- o Installation/Configuration
 - Physical gate installation and setup includes: unpacking boxes from crates and moving into position, preparing gate bases, affix gates onto bases with bolts, cabling between lanes from master to slave units and cable termination, installing the SITA Facepod devices, commissioning gates (power on gates and check gate status, check alarms/signals from gate electric cards).
 - Airline(s) will be configured to use these new Biometric Self Boarding Gates in the same way they were setup/configured to use the Biometric Self Boarding Gate at the P1X positions. If any new airlines opt in to use biometric exit as a 2 step process this will be provided at no additional cost.
 - If any airline requires any development/integration work from SITA for a 1 step process the airline will be charged for the development.

- Hardware provided by SITA:

MCO Hardware – P1X Boarding Gates	Online QTY
Dual Lane Gunnebo eGate	9
- 5 with ADA on Right	
- 4 with ADA on Left	
- Receipt printer for each lane	
- Dual Lane Base Plate	
Spare Kit	LOT

 Hardware ownership will be transferred to GOAA; any de-installation costs are excluded.





- Spare Kit provided by SITA:

Part	Qty (to cover up to 18 lanes)
BRUSHLESS MOTOR	1
ENCODER	1
Belt	1
GEARBOX	1
DRIVE FOR BRUSHLESS MOTOR	2
RELAY	2
NEP LITE CONTROLLER BOARD	1
SAFETY DEVICE BOARD	1
Wing Glass SITA Spec	2
Access ATR210 Scanner	1
Thermal Receipt printer	1
FUSE 3.15A 250 V	10
PASSAGE SENSOR RX WITH CONNECTOR	2
PASSAGE SENSOR TX WITH CONNECTOR	2
SAFETY SENSOR RX WITH CONNECTOR	2
SAFETY SENSOR TX WITH CONNECTOR	2
SWITCHING PSU	1
PC B917 WIN10	1

Price Common Use (CUTE)

Item		One Time Price	Qty	Total Price			
Common Use (CUTE)							
	SITA CUTE Peripherals						
F.16	OCR Reader	\$450.00	29	\$13,050.00			
F.17	BGR Reader	\$1,362.00	11	\$14,982.00			
F.20	Custom TK180 Multi-purpose (ATB, BPP, BTP)	\$917.00	29	\$26,593.00			
F.21	BTP Paper Roll Holder	\$120.00	27	\$3,240.00			
F.22	RFID BTP Printer	\$1,782.00	29	\$51,678.00			
F.24	Honeywell Scanner with Firmware	\$672.00	19	\$12,768.00			
	Software Licenses						
B.6	 WIN10 Enterprise LTSC License (one- 	\$390.26	26	\$10,146.76			





1					
		time cost per license- Customer Owned)			
		SITA Professional			
		Services			
	E.2	Project Engineer (Labor Services + Travel), hours shown. - Onsite SITA Project Manager (oversee onsite installation, attend customer and construction mtgs, assist with training and airline agent familiarity)	\$216.75 p/h	20 hrs.	\$4,335.00
		3 rd party Contractor: Onsite Implementation Phase Project Manager	\$51,901.17	1	\$51,901.00
	D.4	Installation/Integration Engineer (Labor Services), hours shown - Remote SITA Implementation engineers (as builds, documentation, remote config)	\$151.00 p/h	28 hrs.	\$4,228.00
	E.3	Installation/Integration Engineer (Labor + Travel), hours shown - Onsite SITA Implementation engineers (software application, imaging, testing, provide advanced training, setup and configure airline applications)	\$192.75 p/h	0 hrs.	\$0
	D.6	Project Analyst (Labor Services), hours shown - Remote SITA Project Coordinator (assist with project controls, purchase order and logistics tracking of hardware, coordinate transition to steady state operations, assist with project documentation and submittals)	\$43.56 p/h	12 hrs.	\$522.72
		Logistics. SITA will have to move equipment between the	\$3,512.00	1	\$3,512.00





storage facility and the terminal. This includes transportation and logistics costs for a vehicle.			
Operations Service Technician – Project Implementation	\$43.56 p/h	0hrs.	
Subtotal (bonding excluded; Technician	\$196,956.48		

SITA SmartPath Biometric eGate

Item		One Time Price	Qty	Total Price					
Hardy	ardware & Software: SITA SmartPath Biometric eGate								
Dual Lane Gunnebo e-Gate, includes: - 1 Standard and 1 ADA lane configuration - 2 SITA FaceCameras - 2 SITA PaxScreens - 2 PC with i7 - 2 MS Win10 LTSB License - 2 Airsphere Licenses - 2 Aware Licenses - 2 receipt printers - Base Plate – Dual Lane - *Includes freight, customs, and import charges - **Excludes any potential tariff		\$77,746.79 each	9	\$699,721.11					
	Spares Kit (covers both dual and triple lanes)	\$15,528.00	1	\$15,528.00					
	SITA Pro	ofessional Servic	es						
D.3	Project Engineer (Labor Services), hours shown. - Remote SITA Project Manager (manage project schedule, provide documentation and as builds, coordinate subcontractors)	\$175.00 p/h	24 hrs.	\$4,200.00					





	D.2	Project Engineer (Labor Services + Travel), hours shown - Onsite SITA Project Manager (oversee onsite installation, attend customer and construction mtgs, assist with training and airline agent familiarity)	\$216.75 p/h	20 hrs.	\$4,335.00
		3 rd party Contractor: Onsite Implementation Phase Project Manager	\$34,600.00	1	\$34,600.00
	D.4	Installation/Integration Engineer (Labor Services), hours shown - Remote SITA Implementation engineers (as builds, documentation, remote config)	\$151.00 p/h	28 hrs.	\$4,228.00
	E.3	Installation/Integration Engineer (Labor + Travel), hours shown - Onsite SITA Implementation engineers (software application, imaging, testing, provide advanced training, setup and configure airline applications)	\$192.75 p/h	0 hrs.	\$0
	D.6	Project Analyst (Labor Services), hours shown - Remote SITA Project Coordinator (assist with project controls, purchase order and logistics tracking of hardware, coordinate transition to steady state operations, assist with project documentation and submittals)	\$43.56 p/h	12 hrs.	\$522.72
		Operations Service Technician - Project Implementation	\$43.56 p/h	0 hrs.	
		SITA subcontractor to perform onsite unboxing and physical installation of eGates and trash disposal	\$25,200.00	1	\$25,200.00





PRICING	QUUIE (Continuea)				
	DDP (delivery duty paid) charges included. Includes Sea freight, Duty, MFP and HMF charges.	Included			
	Subtotal (bonding excluded; Technician hours excluded)	\$788,334.83			
	Summary of Charges	·			
	Summary of Charges				
	Common Use (CUTE)	\$196,956.48			
	SITA SmartPath Biometric eGate	\$788,334.83			
	SUB TOTAL	\$985,291.31			
	100% Performance Bonds – 2.0% of sub total (CUTE)	\$3,939.13			
	100% Performance Bonds – 2.0% of sub total (SmartPath Biometric eGate)	\$15,766.70			
	Grand TOTAL	\$1,004,997.14			
	ALLOWANCE SITA SmartPath Biometric eGate Potential Import Tariff Cost. SITA SmartPath Biometric eGate import tariff costs are only allowed based on SITA provided import documentation and GOAA verification and approval of fund release.	\$75,000 - \$120,000			
Payment Terms	PAYMENT TERMS/SCHEDULE: Payment terms are per the SITA-GOAA Agreement. SITA and GOAA will agree on payment milestone for each solution package. In the event of early termination of the Agreement, termination charges may apply in accordance with the SITA-GOAA Agreement.				
Project Assumptions	In the event of conflict between this quote document and the Amendment xx, Amendment xx SOW Preamble prevails.				
	All systems are assumed to be implemented on a WIN10 operating system, and as an extension of the existing SITA systems implemented at the time of this Quote.				
	All de-installation costs are excluded.				
	Power and data cabling to be provided by others.				
	All of SITA's existing core infrastructure provided to GOAA as of the time of this quote updated thereafter), must remain in place during the entire period of this project a Warranty Period and through the O&M term. SITA's existing support staff (as of the ti				





of this quote) must also remain in place as this, along with maintaining the continuation of the existing core infrastructure, are key dependencies SITA has used to provide the above price proposal. Changes or disruptions to these existing services may cause revised changes to the solution and/or price in accordance with the GOAA-SITA Agreement.

The existing local SITA technicians/engineers will perform the physical and software installation/configuration/testing of the CUTE equipment, and the software configuration/testing of the eGates. This will be performed during their normal shift and will be invoiced per the contracted labor rates between GOAA-SITA at that time. Hours worked will be during the technician's normal operational hours, and anything outside of the normal business hours is subject to additional charges. The SITA technicians/engineers will prioritize any operational incident over project work; no penalties will be accepted due to this prioritization. Any overtime hours to be performed in order to meet the Project Schedule will be approved by GOAA ahead of time.

Hardware will be ordered upon receipt of Purchase Order from GOAA. Work is assumed to take place during normal business hours.

Subject to providing the existing Terms and Conditions in current CUPPS agreement.

Exclude any Liquidated Damages or penalties.

The Warranty Period for all new equipment and implemented systems for 12 months from Final Completion are excluded from this proposal.

SITA CUTE specific assumptions:

Due to the logistics effort required for the movement of equipment between storage and the terminal, a budget has been allocated for the implementation engineers to tackle this activity separate as a work task including rental of equipment as needed. Assuming the project or GOAA provides alternate logistics or can undertake the task, SITA will adjust the scope in conjunction with the GOAA AAR (Authorized Authority Representative).

SITA SmartPath Biometric eGate specific assumptions:

SITA's quote includes shipping, customs and import charges, which were calculated in Q2 2019 based upon historical data and the import information available at that time. At the time of this quote, SITA is aware that some equipment imported into the US from China would be subject to an additional 25% tariff rate under Section 301 China's Acts, Policies, and Practices Related to Technology Transfer, Intellectual Property, and Innovation Docket.

The potential import cost, should the 25% tariff be imposed, could be approx: \$230k - \$260k.

This tariff cost is currently not included in this quote. The actual tariff/import/customs/duty charges (beyond the 2.5% duty fee which is included above) will be invoiced to GOAA based upon the actual cost plus a 5% administrative fee. All supporting paperwork will be provided to GOAA at that time.





	GOAA to provide work lift and operator to unload gates from trucks and store in the GOAA provided storage.		
	GOAA to provide enough space for gate storage and installation, approximately 300 s feet of storage space is required for Biometric eGates.		
	EGates camera performance is dependent on environment lighting conditions, if there is sun glare to the camera, anti-glare to be installed by GOAA on windows to block direct sun glare.		
	Physical installation of Biometric Self Boarding Gates is covered by a SITA Contractor and included in this Quotation. Software configuration is covered by a SITA engineer who will perform activities onsite, during normal business hours and paid through the normal monthly invoice period (estimate included for awareness).		
Contact	Jennifer Shaw, Account Director 678-823-3544 / <u>Jennifer.Shaw@sita.aero</u>		

