

AMENDMENT NO. 18

BY AND BETWEEN

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

TO

PURCHASING CONTRACT 02-11

THIS AMENDMENT NO. 18 made and entered into as of the May 31, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "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; and Amendment No. 17 dated May 25, 2021, Contractor agreed to provide the 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 provides the Authority with options to renew for an indefinite number of renewal options to extend the Contract for additional periods of one (1) year each; and,

WHEREAS, the Authority desires and the Contractor agrees to extend the delivery services for the project management team for the South Terminal Complex (STC) project from June 1, 2022 through September 19, 2022. SITA's Implementation Project Manager will continue to be supported by additional remote SITA Supervisory Project Manager(s) for twenty (20) days who will primarily be remote but also onsite for up to four (4) trips (ten (10) travel days) until the end of the project.

WHEREAS, the Authority requires the Contractor's prior written consent, which 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. Extend Term of Contract:** The term of Amendment No. 17 - Purchase of South Terminal Complex Equipment, Software, and Services shall be, and hereby is extended for a period of four (4) months, commencing effective June 1, 2022 through September 19, 2022.

2. **Compensation**. No compensation changes are required, or will be made, with respect to this Amendment. Compensation shall be paid pursuant to the terms and conditions of the Contract.

3. **Contractor's Performance Bond or Letter of Credit**. Upon execution of this Amendment No. 18, no changes are required, or will be made, with respect to this Amendment. **Performance Bond No. 800100417 in the amount of **SIX MILLION EIGHT HUNDRED THOUSAND NINE HUNDRED FORTY-SIX AND 56/100 DOLLARS (\$6,800,946.56)**.**

4. **Intellectual Property Rights**. The Authority acknowledges and agrees that all Intellectual Property Rights, as defined below, in the South Terminal Complex equipment, software and services as provided in Attachment A-17 and Attachment B-17, and other materials provided by Contractor to the 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 Authority. The 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.

Contractor hereby grants to the 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 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.

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, in the course of performing its obligations under this Contract, Contractor jointly with the 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 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 Organisation 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.

5. **Suit/Proceedings**. 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.

6. 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.”

7. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 18, 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. 18 to be duly executed as of the date and year first above written.

“AUTHORITY”

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

Date: _____

[Official Seal]

“CONTRACTOR”

ATTEST:

**SITA INFORMATION NETWORKING COMPUTING
USA, INC.**

DocuSigned by:
Paula Sanford
A889F98430CF4CC...
Contract Manager

Secretary

By: _____
Danielle Morton 23-Jun-2022
80A4CAF6B85E4C3...

Its: _____
Senior Manager Business Finance

[CORPORATE SEAL]

Danielle Morton
Print or Type Name and Title

Approved as to Form and Legality
this 27 day of June, 2022
Nelson Mullins Riley & Scarborough, LLP
By *[Signature]*
Greater Orlando Aviation Authority

Certificate Of Completion

Envelope Id: E2B76C43104340319E118E3C01A2D7A6	Status: Completed
Subject: Please DocuSign: 02-11 A18 Cont Adj - STC Adj	
CLUB Name:	
C2C ID: 2-00168925	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Paula Lankford
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	3100 Cumberland Blvd
	Suite 900
	Atlanta, GA 30339
	paula.lankford@sita.aero
	IP Address: 85.222.150.8


Record Tracking

Status: Original	Holder: Paula Lankford	Location: DocuSign
23 June 2022 16:50	paula.lankford@sita.aero	

Signer Events

Danielle Morton
 Danielle.Morton@sita.aero
 Senior Manager Business Finance
 Security Level: Email, Account Authentication (None)

Signature

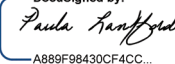
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 Signature Adoption: Pre-selected Style
 Signed by link sent to Danielle.Morton@sita.aero
 Using IP Address: 107.77.237.165
 Signed using mobile

Timestamp

Sent: 23 June 2022 | 17:01
 Viewed: 23 June 2022 | 18:10
 Signed: 23 June 2022 | 18:19

Electronic Record and Signature Disclosure:
 Accepted: 23 June 2022 | 18:10
 ID: 037efe4b-eae1-4397-a7ff-b71549e21160

Paula Lankford
 paula.lankford@sita.aero
 Contract Manager
 SITA
 Security Level: Email, Account Authentication (None)

DocuSigned by:

A889F98430CF4CC...
 Signature Adoption: Pre-selected Style
 Signed by link sent to paula.lankford@sita.aero
 Using IP Address: 76.17.95.123

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 Viewed: 23 June 2022 | 18:20
 Signed: 23 June 2022 | 18:20

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Jennifer Shaw
 jennifer.shaw@sita.aero
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 23 June 2022 | 18:20
 Viewed: 23 June 2022 | 18:23

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	23 June 2022 18:20
Signing Complete	Security Checked	23 June 2022 18:20
Completed	Security Checked	23 June 2022 18:20

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SITA INFORMATION NETWORKING COMPUTING (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact SITA INFORMATION NETWORKING COMPUTING:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise SITA INFORMATION NETWORKING COMPUTING of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from SITA INFORMATION NETWORKING COMPUTING

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SITA INFORMATION NETWORKING COMPUTING

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SITA INFORMATION NETWORKING COMPUTING as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SITA INFORMATION NETWORKING COMPUTING during the course of my relationship with you.