

AMENDMENT # 1 TO SUPPORT AND MAINTENANCE AGREEMENT

This amendment ("Amendment") amends the Support and Maintenance Agreement between the City of Fresno, California, a Municipal Corporation (City) and Amadeus Airport IT Americas, Inc. a Delaware corporation (Amadeus) dated May 2, 2023 (the "Agreement") and is effective February 1, 2025.

RECITALS

WHEREAS, the Agreement includes but is not limited to: Airport Operational Database (AODB); Resource Management System (RMS); Enterprise Service Bus (ESB); DATAHUB / OAG; Flight Information Display System (FIDS) including Hardware Warranty and Maintenance; WebFIDS; EASE/EASE-FX - EASE™ (Extended Airline System Environment) including Hardware Warranty and Maintenance, and 24/7 Help Desk. and Two (2) full-time, on-site staff: Manager and Engineer as an independent contractor to City at and for Fresno Yosemite International Airport (FAT) on May 2, 2023; and

WHEREAS the City and Amadeus' entered into the current Agreement on May 2, 2023, for Support and Services; and

WHEREAS, the Parties entered into a Side Letter dated September 6, 2024, to begin the process to add the Amadeus Biometrics Service (ABS) as a part of the Common Use System at FAT (attached hereto and incorporated herein as **Exhibit A-1**);

WHEREAS, the Parties agree to that certain fixed price quote concerning the addition of equipment relating to the Common Use System at FAT dated February 12, 2025 (CUSS).

WHEREAS, the Parties desire to amend the current agreement to add additional equipment and support services for ABS and CUSS for the terminal expansion, as part of the current Agreement at FAT; and

WHEREAS, this Amendment shall only apply to the ABS and CUSS equipment and support services being added to the Agreement except where expressly indicated below; and

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS AND TERM

- 1.1 Additional definitions for this Amendment are contained in Schedule 1 (Definitions) attached hereto and incorporated herein.
- 1.2 This Amendment shall commence on the Effective Date stated in this Amendment and shall continue in force through the end of the Agreement Term (as stated in Section 1 of the Agreement) unless terminated earlier in accordance with this Amendment.

2. CHARGES

- 2.1 Amadeus shall provide the Services as described in Section 3 and in exchange City shall pay Amadeus the Charges as referenced in Schedule 5 (Charges) attached hereto and incorporated herein.

3. SERVICES AND CITY OBLIGATIONS

- 3.1 **Amadeus Biometrics**. Amadeus shall provide ABS as described in Schedule 2 (Biometric Services) to City subject to the following:

3.1.1 Amadeus will implement the Biometrics Service in accordance with Schedule 3 (Implementation Services) in order to build the Service Delivery Model (Schedule 6) through which the Biometric Service is provided attached hereto and incorporated herein.

3.1.2 Amadeus will provide software maintenance as described in Section 2 (Software Maintenance) under “Hardware Warranty Support” on page 21 of the Agreement. “Licensed Program” as used in such Section 2 shall mean the Biometrics Service for purposes of this Amendment.

3.1.3 Amadeus will provide Biometrics related Equipment in accordance with Schedule 7 (Equipment) attached hereto and incorporated herein.

- 3.2 **Amadeus CUSS**. Amadeus shall provide CUSS as described in Schedule 4 (CUSS Description and Implementation) to City subject to the following:

3.2.1 Amadeus will implement CUSS in accordance with Schedule 4 (CUSS Description and Implementation) in order to build the Service Delivery Model (Schedule 6) through which the CUSS service is provided attached hereto and incorporated herein.

3.2.2 Amadeus will provide software maintenance as described in Section 2 (Software Maintenance) under “Hardware Warranty Support” on page 21 of the Agreement. “Licensed Program” as used in such Section 2 shall mean both the Biometrics Service and CUSS Service for purposes of this Amendment.

3.2.3 Amadeus will provide the CUSS related Equipment in accordance with Schedule 7 (Equipment) attached hereto and incorporated herein.

- 3.3 City shall meet the following obligations:

3.3.1 City is responsible for providing or ensuring the provision of sufficient internal resources, information and access for Amadeus teams as required by Amadeus, on a timely basis, to enable Amadeus to complete the product implementation, analysis, solution design, and project planning according to the timelines agreed between Amadeus and City.

- 3.3.2 City shall ensure that airlines and ground handlers managed through the Amadeus Product, as applicable work collaboratively and expeditiously with and shall provide all reasonable assistance to Amadeus to achieve the implementation.
- 3.3.3 City shall obtain all consents and requisite permissions from Authorized Users (including airlines, ground handlers and their respective subcontractors, as applicable) to allow Amadeus and any Amadeus' Third-Party to provide the Amadeus Product and access, host and process all applicable applications and any passenger data and other sensitive data contained therein in connection with this Agreement.
- 3.3.4 City shall obtain and is responsible for maintaining all governmental and regulatory (Including from the CBP) licenses, authorizations, approvals, consents, or permits required to enable Amadeus to supply, deliver, implement, and operate the Amadeus Product, as applicable. With respect to ABS, City will use best endeavors to procure that CBP facilitates and cooperates with the parties in a timely manner in connection with the engagement, development, testing, implementation, launching and ongoing deployment of the ABS, as applicable.
- 3.3.5 If the ABS is required to be modified to comply with changes in governmental, regulatory, or other legal requirements (e.g., change of CBP entry-exit solution requirements) then City shall use best endeavors to procure that CBP facilitates and cooperates with the parties in connection with any changes necessary to the ABS. Additional costs in connection with the changes will be chargeable to City.
- 3.3.6 City shall provide LAN and internet access for the Amadeus Product, as applicable, at no charge to Amadeus and any requisite permissions from City Third-Party network providers in relation to use and capacity of networks as contemplated hereunder.
- 3.3.7 City shall be responsible for the on-site management of City's end (i.e., from City's gateway and internal network portion of the IPSecVPN connection) required to connect to the Amadeus Data Center. City shall pay all costs and expenses arising in connection with such on-site management.
- 3.3.8 City shall participate in Amadeus provided train-the-trainer training for City operational staff in the use of the Amadeus Product.
- 3.3.9 City is ultimately responsible for ensuring that the Amadeus Product is operated on site at the Airport in accordance with applicable legal and regulatory requirements, including complying with requirements relating to eligibility to use the Amadeus Product, as applicable.
- 3.3.10 If required by Amadeus, City shall provide at no cost to Amadeus with Airport office, test lab, training and adequate secure storage space, including office space with sufficient telephone and network connectivity

services to enable Amadeus to fulfill its obligations under this Agreement. Such storage space will include space for related hardware during the implementation of the Amadeus Product, and for such hardware spares post implementation, at no charge to Amadeus.

- 3.3.11 City will provide a City Help-Desk for the purposes of (1) receiving Incident reports from third parties or City personnel, (2) verifying basic power and network connectivity and attempting problem resolution, except (3) in the case of ABS, if the problem is not a basic power or network connectivity issue, then the City Help-Desk must report the Incident to the Amadeus Help-Desk for resolution. City will cooperate in good faith with Amadeus as may be requested by Amadeus to identify and resolve the Incident. For clarification, for the CUSS kiosks, City technical staff is responsible for the maintenance and support of the hardware and peripherals (first and second level maintenance) at Customer's cost and expense. City is solely responsible for third-party hardware.
- 3.4 The services are based on Amadeus' normal costs in working for an airport's IT department. The services do not include extra costs that may be imposed by a general contractor for a construction project, including but not limited to: extra insurance, extra testing, and extra submittals.
- 3.5 Amadeus has no control over third parties involved in the project and the provision of the Amadeus Product. City shall be responsible for initial communication and ongoing coordination with Authorized Users and third parties including the Airport, all involved airlines and any other third parties. City shall ensure that such Authorized Users and third parties follow the implementation and configuration schedule provided by Amadeus at the beginning of the project. Delays or additional costs caused by lack of Authorized User or third-party cooperation and/or availability will not be attributable to Amadeus and could result in delays and additional costs to City.
- 3.6 The Amadeus Product project timeline and continued use of the Amadeus Product, as applicable, is specifically dependent on the existence, execution and continuation of requisite agreements between, as applicable, City, the Airport, airlines and ground handlers to enable the utilization of the Amadeus Product, as applicable. As between Amadeus and City, City is responsible for obtaining such agreements and/or ensuring those agreements are obtained. City shall ensure that such entities/persons provide reasonable assistance to Amadeus with respect to any Amadeus requested coordination between such entities/persons and Amadeus.
- 3.7 Authorized Users that may use the Amadeus Product within the use rights granted in this Agreement are the following: City, airlines and ground handlers selected by City (including their respective Personnel), using or serviced on the Amadeus Product by City in the scope of this Agreement at check-in counters, transfer counters, gates and arrivals counters.
- 3.8 Customer shall ensure that its Authorized Users and Personnel comply with

PCI DSS standards when using the Solution to process, capture or enter credit card details (e. g. via the Magnetic Stripe Reader (MSR) attached to the Solution machine hardware or by entering such details via the Solution). Customer shall ensure physical security of the relevant hardware at Customer's premises to ensure they are not tampered with in a way that could put at risk PCI DSS compliance. Customer shall allow relevant PCI DSS audits of the Solution Services at the Airport. Customer shall indemnify and hold harmless Amadeus and its Affiliates in respect of any third party claims and Losses arising directly or indirectly from a breach of this provision. Amadeus reserves the right to introduce technical or procedural mechanisms to contain or mitigate any breach hereof. In case of Customer failure to comply with this clause, Amadeus reserves the right to disable the affected non-compliant functionality. Amadeus is not be responsible for PCI-DSS compliance of airline or other third party applications and systems.

4. CHARGES AND INVOICING

- 4.1 City will pay Amadeus the Charges stated in Schedule 5 (Charges).
- 4.2 With respect to all Invoices under the Agreement are payable by City:
 - 4.2.1 by electronic funds transfer within thirty (30) days of City's receipt of Amadeus' invoice using the bank details below (or as otherwise provided by Amadeus).

Current account (USD):

Account Name: Amadeus Airport IT Americas Inc.

Address: 3470 N.W. 82 Avenue, Suite 1000, Miami, Florida 33122

Bank Account Number: 3897-5049

Bank Name: Citibank N.A.

Bank Address: 1 Penn's Way, New Castle, Delaware 19720

ABA: 031100209

SWIFT Code: CITIUS33DEL

Send checks to: Amadeus Airport IT Americas, Inc., 3470 N. W. 82 Avenue, Suite 100, Miami, Florida 33122

- 4.3 Amadeus may charge interest on late payments at an annual interest rate of a three (3) months USD LIBOR rate plus three (3) per cent, compounded monthly.
- 4.4 Charges are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies, and the amount of all payments due hereunder is subject to an increase equal to the amount of any tax Amadeus may be required to collect or pay in connection with the Services.

5. SAVINGS EVENT

- 5.1 Amadeus is not responsible for any failure or delay in performing its obligations

to the extent such affected performance is caused by a Savings Event. On becoming aware of any Savings Event, Amadeus shall where reasonable and as soon as reasonably possible notify City about the occurrence of such Savings Event. City shall pay Amadeus any reasonable costs arising in connection with any Savings Event caused by City or its agents.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Except as provided in this Section 6, nothing herein shall be deemed to grant to one party rights in IPR or Confidential Information of the other party or its Affiliates. The parties will reproduce copyright legends that appear on materials provided by the other party, irrespective of ultimate ownership of the underlying IPR.

6.2 Amadeus IPR

6.2.1 Notwithstanding anything contained herein, City agrees and acknowledges that Amadeus (or Amadeus Affiliates, Amadeus Third Parties or their licensors as the case may be) owns the Amadeus IPR.

6.2.2 To the extent City owns any Amadeus IPR by operation of Law, City hereby assigns, and shall procure that its Personnel assign, with full title guarantee (by way of present assignment of present and future rights), to Amadeus all of such Amadeus IPR free from any encumbrance and agrees to duly execute all such documentation or legal or other instruments and to perform all such acts within its control as may be necessary to give effect to such assignment at its own cost.

6.2.3 Subject to the terms and conditions of this Agreement, Amadeus grants City a non-exclusive, non-transferable:

- (i) right during the Agreement Term to access and use, and to permit Authorized Users to access and use, the Amadeus Product at the Airport, under this Agreement and all related Amadeus documentation supplied to City for the purpose of City and the Authorized Users accessing and using the Amadeus Product; and
- (ii) licence during the Agreement Term to use any on-premises software provided by Amadeus in connection use of the Amadeus Product at the Airports and all related Amadeus documentation supplied to City for the purpose of City and the Authorized Users using the Amadeus Product.

6.2.4 Authorized Users' rights are subject to:

- (i) City remaining responsible for all acts and omissions of each Authorized User as if they were the acts and omissions of City;
- (ii) Authorized Users shall have no entitlement to enforce this Agreement;

(iii) City indemnifying Amadeus and its Affiliates against any Claims by Authorized Users; and

(iv) City agreeing, and procuring that each Authorized User agrees and acknowledges, that it is solely responsible and liable for the use of the Amadeus Product and any City Data.

6.2.5 City shall not allow persons other than those referred to above, access to and/or use of the Amadeus Product, without Amadeus' prior written consent. City shall not, and shall not allow any person to, without Amadeus' consent, and except as required by applicable Law, do any of the following:

(i) Modify, adapt, reverse-engineer, decompile, disassemble, or otherwise discover the source code of any software or documentation comprised in the Amadeus Product, the Amadeus Platform or as otherwise provided by Amadeus, or attempt to do so, save that City may Modify documentation for internal training purposes;

(ii) use any software, product or system forming part of the Amadeus Product, Amadeus Platform or as otherwise provided by Amadeus in combination with any other software, product or system, except through approved APIs provided by Amadeus;

(iii) lease, sell, sublicense, distribute, assign, copy (other than a single copy for City's own backup purposes), or transfer the underlying software in the Amadeus Product or the Amadeus Platform or use the same for the benefit of any Third-Party through any outsourcing or time-sharing arrangement or the operation of any service bureau;

(iv) use any software, product or system forming part of the Biometric Service, the Amadeus Platform or as otherwise provided by Amadeus in contravention of specifications and system requirements; or

(v) use, reproduce or exploit any software, product or system forming part of the Biometric Service in contravention of any Third-Party's IPR or Amadeus IPR.

6.2.6 City shall, and shall procure that each Authorized User will, take all precautions necessary to prevent Abuse of the Amadeus Product. Amadeus may deny access to the Amadeus Product without notice or liability in the event of Abuse.

6.3 City IPR

6.3.1 Amadeus acknowledges that City (or City's Affiliates, subcontractors, their licensors, City Third Parties or Authorized Users, as the case may be) owns the City IPR or IPR provided to Amadeus or its Affiliates, by or on behalf of City or its Authorized Users, in connection with City's or Authorized Users' use of the Amadeus Product.

6.3.2 City grants (and City shall ensure that Authorized Users and their Third

Parties grant) to Amadeus, its Affiliates and Amadeus Third Parties a non-exclusive, non-transferable, world-wide right during the Term to access and use the City IPR and IPR provided to Amadeus or its Affiliates, by or on behalf of City or its Authorized Users, in connection with City's or Authorized Users' use of the Biometric Service and all documentation supplied to Amadeus for the following purposes:

- (i) for any purpose connected with the provision of the Amadeus Product, the fulfilment of Amadeus' obligations;
- (ii) as required by applicable Law, demand, court order, supervisory or regulatory authorities, court or government agency and auditors; or
- (iii) for legitimate Amadeus business purposes.

6.4 Third Parties

6.4.1 The extent to which Amadeus is responsible for procuring use rights or licenses for Third-Party Solutions or Third-Party Data shall be as set out in Schedule 6 (Service Delivery Model).

6.4.2 Where Amadeus incorporates into the Amadeus Product or Amadeus Platform any intellectual property or proprietary information that includes IPR owned by a Third-Party, any ownership, use rights, warranties or indemnities granted to City, its Personnel or any Authorized User shall be limited by, and subject to, any obligations or restrictions imposed by or on behalf of the relevant Third-Party in respect of such IPR. If Amadeus is advised by its Third-Party licensors of changes to license terms, the parties shall use commercially reasonable efforts to agree to any workaround required to mitigate against any inability of Amadeus to continue to license the affected item on the terms set out herein or perform the ongoing services as a result of such change.

6.4.3 Third-Party Connections and Applications

The following (non-exhaustive) list of conditions are applicable to any Service that requires connection, download, testing, installation integration, hosting or update management or interface by Amadeus with any City, Authorized User or their Third Parties IPR. The failure or occurrence of any of the following, as applicable, shall be a Savings Event:

- (i) Amadeus is not responsible for the IPR, application, services or acts or omissions of City, Authorized User or Third-Party, or failure of City, Authorized User or Third-Party to provide their IPR, application, update or service;
- (ii) Amadeus is not responsible for performing quality control or validation of any information, data or IPR (or connection thereto) provided by City, Authorized User or Third-Party that the relevant City, Authorized User or Third-Party or Amadeus is unable to support or process;

- (iii) City shall ensure that City, Authorized User or City Third-Party IPR does not contain advertising, announcement, solicitation, imagery, video, sound, hypertext link, or any other form of information, material, or communication that infringe any IPR;
- (iv) City shall, and shall ensure that Authorized Users shall maintain appropriate valid legal agreements and manage relationships with and obtain all necessary licenses and permissions from Authorized Users and City and their Third Parties as required for Amadeus to provide the Amadeus Product and host, access and use City, Authorized Users and their Third-Party IPR; and
- (v) Amadeus is not responsible for costs associated with hosting, maintenance, upgrades, virus fixes, or installation of City, Authorized Users, or their Third Parties' IPR. Such IPR is hosted by Amadeus at City, Authorized Users, or their Third Parties own risk.

7. PERSONAL DATA

- 7.1 In the provision of the Amadeus Product, as applicable, Amadeus shall Process Personal Data on behalf of City. This Processing includes such activities as specified in the Amadeus Product descriptions under this Agreement as applicable. City remains responsible for compliance with provisions of Data Protection Legislation applicable to City.
- 7.2 Amadeus shall only Process Personal Data pursuant to City's Instructions, except to the extent applicable Law prevents Amadeus from complying with such Instructions or requires Processing of Personal Data other than as instructed by City. City acknowledges that Amadeus may transfer Personal Data to global locations in the provision of the Amadeus Product, as applicable, and, any such transfer will be in accordance with applicable Data Protection Legislation applicable to Amadeus.
- 7.3 Amadeus shall ensure that any personnel Authorized by Amadeus to access the Personal Data are subject to a duty of confidentiality in respect of the Personal Data;
- 7.4 Amadeus shall ensure that Processing of Personal Data is subject to appropriate technical and organizational measures against unauthorized or unlawful Processing and against accidental loss or destruction of, or damage to, the Personal Data in accordance with applicable Data Protection Legislation applicable to Amadeus.
- 7.5 Subcontractors
 - 7.5.1 Amadeus Data Processing Subcontractors include Microsoft Azure and potentially Amadeus Affiliates. Amadeus shall inform City of new Data Processing Subcontractors used in Processing of Personal Data as of the Effective Date. Amadeus will inform City of any changes to such Data Processing Subcontractors made after the Effective Date. Amadeus will impose the Personal Data Processing obligations set out in this Section, or their substantial equivalent, on such Data Processing Subcontractors.

City hereby grants Amadeus a general written authorization to engage Data Processing Subcontractor in the Processing of Personal Data in accordance with the provisions set out in this Section 7.

7.5.2 If City, after having received notice in Section 7.5.1 above::

- (i) acting reasonably, objects to the use of a Data Processing Subcontractor, on the basis that such use would adversely affect City's ability to comply with the General Data Protection Regulations; and
- (ii) City notifies Amadeus promptly in writing within fourteen (14) calendar days after receipt of Amadeus notice in accordance with Section 7.5.1 above—providing details of the evidence of such grounds,

Amadeus shall use reasonable endeavours to resolve the reasons for City's objections or to procure use of a different Data Processing Subcontractor.

7.5.3 If Amadeus is unable after exercise of such reasonable endeavors, or otherwise fails to resolve the reasons for City's objections or to procure use of a different Data Processing Subcontractor within a reasonable period of time, City may terminate the Amadeus Product by providing written notice to Amadeus, provided City will not be entitled to claim damages in respect such termination.

7.6 Amadeus shall inform City of any requests/queries from a Data Subject, regulatory or law enforcement authority regarding Processing of Personal Data hereunder and provide City with information and assistance (at City's cost) that may reasonably be required to respond to any such requests/queries.

7.7 Amadeus shall provide reasonable assistance to City (at City's cost) in respect of the City's compliance with Data Protection Legislation applicable to City, taking into account the nature of the Processing undertaken by Amadeus and the information available to Amadeus.

7.8 Amadeus shall, at the choice of City, delete or return all Personal Data to the City after the end of the provision of the Amadeus Product relating to Processing unless Amadeus is required to retain the Personal Data by applicable Law.

7.9 Amadeus shall notify City without undue delay on becoming aware of a Personal Data Breach.

7.10 Amadeus shall make available to City information reasonably necessary to demonstrate compliance with Amadeus' Personal Data Processing obligations under this Agreement. All such provided information shall be considered and treated as Amadeus Confidential Information.

- 7.11 The City warrants and undertakes that it has all necessary consents, approvals or licenses to:
- 7.11.1 make Personal Data available to Amadeus for the purposes, including Processing Personal Data, as envisaged in this Agreement;
 - 7.11.2 permit the City and each Authorized User to access Personal Data using the Amadeus Platform as envisaged in this Agreement; and
 - 7.11.3 permit Amadeus and Data Processing Subcontractors to transfer Personal Data to global locations as necessary for performance of the Services in accordance with applicable Data Protection Legislation.
- 7.12 City Data (if any) in Amadeus' control shall be accessible by City and any Authorized User via City's user interface.
- 7.13 City is solely responsible for City Data and obtaining any approvals, consents or licenses relating to the collection, Processing or use of City Data by or on behalf of Amadeus. Amadeus is not required to validate City Data for correctness or usability nor Process City Data if such Processing will or is likely to render Amadeus, its Affiliates or their Personnel in breach of any Law.
- 7.14 Notwithstanding the foregoing, Amadeus and/or its Affiliates may gather, compile, commingle, and use City Data for aggregate statistical or analytical purposes and/or for evaluation of its provision and the use of the Services. Such aggregate data may be used by Amadeus and/or its Affiliates for financial, accounting, product optimization, City support, and other internal business purposes. Aggregate or derivative data and information may be used by Amadeus and/or its Affiliates as input for business intelligence solutions sold to third parties, provided that such data and solutions do not contain any Personal Data and do not directly or indirectly identify City. Amadeus and its Affiliates shall have all rights to those aggregated or derivative data and business intelligence solutions.

9. CONFIDENTIALITY.

The following is added to Section 4 of the Agreement.

- 9.1 The parties may disclose Confidential Information of the other party and its Affiliates to regulators, auditors, attorneys, accountants, consultants, Authorized Users and subcontractors (except, in the case of City, where any of the foregoing are competitors of Amadeus, or City of Amadeus under a separate agreement) and, in the case of Amadeus, to its Affiliates, where:
- 9.1.1 use by such person or entity is necessary for the purpose of receiving the Services or professional advice and/or, in the case of a disclosure by Amadeus, use by such person or entity is necessary for the purpose of its Affiliates or Amadeus Third Parties performing their obligations in connection with this Agreement; or
 - 9.1.2 such disclosure is necessary for the performance of such person's or

entity's obligations hereunder, provided in each case that:

- (i) the person or entity (and its Personnel) are under an obligation of confidentiality similar to those described in this Agreement; and
- (ii) except in the case of disclosure to a regulator, the disclosing party assumes full responsibility for the acts or omissions of such person or entity and takes all reasonable measures to ensure that the Confidential Information is not disclosed or used in contravention of this Agreement; and
- (iii) Amadeus also recognizes that City of Fresno is a public entity subject to public disclosure laws as governed by California law. Each party may disclose Confidential Information when compelled to do so by law.

10. WARRANTIES.

The following warranties and disclaimer are added to the Agreement:

- 10.1 Each party warrants it has obtained all governmental and regulatory licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement, except to the extent that the failure to obtain any such licenses, authorizations, approvals, consents or permits is, in the aggregate, not material.
- 10.2 Amadeus warrants to City that the services shall be provided with due care, skill and diligence, and in accordance with good practices of the information technology industry with respect to comparable services and performance standards. This constitutes Amadeus' sole warranty with respect to provision of the services unless otherwise agreed herein.
- 10.3 City shall (and City shall ensure the Authorized Users and their Third Parties in connection with use of the services and Amadeus Platform shall) always utilize good industry practices in the information technology industry with respect to comparable services and performance standards being provided hereunder, to prevent the introduction of Viruses into the solutions provided by Amadeus and/or Amadeus Platform. If a Virus is found to have been introduced by City (or Authorized User or City Third-Party) as a result of breach of the foregoing, then City shall (at its own cost) provide reasonable assistance to Amadeus to mitigate the effects of such Virus. The introduction by City, Authorized User or City Third-Party of a Virus into the Services or Amadeus Platform shall give rise to a Savings Event.
- 10.4 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED ABOVE, AND EXCEPT FOR ANY IMPLIED WARRANTIES OR TERMS THAT CANNOT BE EXCLUDED BY LAW, NEITHER PARTY MAKES ANY REPRESENTATIONS, COVENANTS, CONDITIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR IMPLIED WARRANTIES

OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, OR ERROR OR BUG-FREE OR UNINTERRUPTED OPERATION.

11. IPR AND USE OF SERVICES INDEMNITY.

11.1 IPR

11.1.1 Amadeus shall indemnify and defend the City and its officers, directors, employees, agents, representatives, successors and assignees (each an “**Indemnitee**”) against any and all Losses finally awarded by a court or arbitral tribunal or agreed by the Indemnitor in settlement arising from any Third-Party Claim that use by an Indemnitee (or any of its Authorized Users), in accordance with this Agreement, of materials or services supplied by Amadeus pursuant to this Agreement infringes any IPR of a Third-Party.

11.1.2 The Indemnitor shall have no liability under the indemnity granted in Section 11.1.1 to the extent that any Third-Party Claim arises because of:

- (i) Modifications made by the Indemnitee or its sub-contractors;
- (ii) the Indemnitee’s combination of the Indemnitor’s services, work product, software or materials with items not provided for under this Agreement;
- (iii) a breach of this Agreement by the Indemnitee;
- (iv) a failure of the Indemnitee to use corrections or Modifications provided by the Indemnitor offering equivalent features and functionality (except where the correction or Modification provided by the Indemnitor does not relate to such failure); or
- (v) Modifications made on the request of the Indemnitee.

11.1.3 As a part or full alternative to indemnifying any Indemnitee in accordance with Section 11.1.1, Amadeus may, in its sole discretion, perform one or more of the following to minimize or eliminate the disturbance to such Indemnitee’s business activities, if it becomes aware of any Claim for IPR infringement:

- (i) obtain for the City the right to continue using any infringing Services, materials, equipment or software; or
- (ii) modify the item in question so that it is no longer infringing, and the City shall implement any such Modifications immediately; or
- (iii) replace such item(s) with a non-infringing replacement item without loss of material functionality, and the City shall implement any such replacements immediately; or
- (iv) if, having taken the action referred to in one or more of immediately above, the infringement has not been brought to an end, cease to provide the affected infringing Services or deliverables (or require the

City to cease such use), and if this has a material adverse impact on the Services or materials provided, Amadeus shall pay a reasonable refund to City,

and any amounts recoverable pursuant to the indemnity set out in Section 11.1.1 shall be reduced to the extent that the Losses incurred by the City are reduced as a result of any of the above actions by Amadeus.

11.1.4 The indemnity in Section 11.1.1 is the Indemnitor's sole obligation and liability, and the Indemnitee's sole remedy, in respect of Claims by Third Parties relating to infringement of their IPR.

11.2 Use of the Amadeus Services

11.2.1 City shall, to the extent allowed by the Governing Law, indemnify, defend and hold Amadeus, its Affiliates and their respective officers, directors, employees, successors and assignees harmless from and against any Third-Party Claim in relation to the use of the Services by the City and Authorized Users or use of their Third Parties' IPR in connection with use of the Services or Amadeus Platform.

11.3 With respect to all Third-Party Claims, in respect of which either party has agreed to indemnify the other party, including under Section 12.1 below, the following applies:

11.3.1 As soon as practicable after the Indemnitee receives notice of any Third-Party Claim qualifying for an indemnity, it shall notify the Indemnitor. Within thirty (30) days of being so notified (but no later than ten (10) days before the date on which any response to a complaint is due), the Indemnitor may assume control of the defense and settlement of that Third-Party Claim by giving a "Notice of Election". The Indemnitee shall provide to the Indemnitor reasonable assistance relating to any Third-Party Claim at the Indemnitor's reasonable request and cost.

11.3.2 The amount due pursuant to the relevant indemnity shall be reduced by the extent to which the Indemnitee has made any admissions (save where required by court order or governmental regulations), in relation to the Third-Party Claim, without the prior written approval of the Indemnitor and such admissions prejudice the Indemnitor.

11.3.3 the Indemnitor shall not settle or compromise any Third-Party Claim, if such compromise or settlement:

- (i) would assert any liability against the Indemnitee or impose any obligations or restrictions on such Indemnitee, such as imposing an injunction or other equitable relief upon the Indemnitee; or
- (ii) does not include the Third-Party's release of the Indemnitee from all liability relating to such Third-Party Claim.

11.3.4 If the Indemnitor does not deliver a Notice of Election, fails to defend the Third-Party Claim in time, or ceases to defend the Third-Party Claim, the

Indemnatee shall have the right to defend the Third-Party Claim in such manner as it may deem appropriate.

12. PERSONAL INJURY AND PROPERTY DAMAGE INDEMNITY / LIMITATION OF LIABILITY

12.1 Section 8.1 of the Agreement is deleted and replaced with the following:

“Amadeus will, at its expense, indemnify, defend and hold harmless City (including, without limitation, their respective parent companies, subsidiaries, corporate affiliates, successors and assigns) and their respective agents, employees, director and officers (collectively, “Indemnified Parties”) from and against any and all claims, liabilities, obligations, expense, losses, costs, reasonable attorney’s fees, fines and damages arising by reason of any damages to physical property or the environment and any bodily injury (including death), arising out of or relating to Amadeus’ use of any portion of the Airport or Amadeus’ performance of the any services under this Agreement; provided, however, Amadeus shall not be responsible to the Indemnified Parties for damages attributable to the negligence or willful acts or omissions of the Indemnified Parties. This clause shall survive the termination or expiration of this Agreement.”

12.2 Limitation of Liability. With referenced to Section 8.4 of the Agreement, the following is added to the end of the first paragraph of Section 8.4:

“:provided that (a) the total liability with respect to the use of any Amadeus Product added under Amendment #1 will in no event exceed the total amount actually paid to Amadeus by City pursuant to Amendment #1 for the applicable Amadeus Product, and (b) the amounts actually paid to Amadeus by City pursuant to Amendment #1 will not be included in any liability amounts available to City for liabilities arising out of the City’s access to and use of other Amadeus products and services except for the Amadeus Product as applicable.”

13. FORCE MAJEURE / USER ORIGINATING PROBLEM

13.1 Except for the obligation of payment for Services delivered, neither party shall be liable to the other party or any person for any default or delay in the performance of any of its obligations hereunder, if and to the extent such default or delay is caused, directly or indirectly, by any Force Majeure Event.

13.2 City shall take (and shall procure that each Authorized User and City Third-Party take) all precautions reasonably necessary to prevent any User Originating Problem.

13.3 If Amadeus detects a User Originating Problem originating from City’s, Authorized Users’, Government Authorities’, or City Third Parties’ systems, applications, or users, the provisions of Section 5.1(Savings Event) shall apply and Amadeus may:

13.3.1 undertake any steps, proportionate to the impact or risk of the User Originating Problem (including suspension of the affected Service, and/or disabling the relevant connection(s) or access), necessary (in Amadeus' reasonable opinion) to mitigate the impact or resolve such User Originated Problem; and/or

13.3.2 promptly initiate a crisis management call with City to discuss and agree on the action to be taken by each party to avert, mitigate or resolve the User Originating Problem (such agreement not to be unreasonably withheld or delayed).

14. CONSEQUENCES OF TERMINATION

14.1 Termination of this Agreement will not affect any rights of action or remedy of either party that have accrued prior to such termination or expiry.

14.2 On termination or expiry of this Agreement for whatever reason, each party shall (i) pay any accrued amounts owed to the other party in accordance with this Agreement, and (ii) at the other party's option, return or destroy (where reasonably practicable and subject to ongoing use rights necessitating retention of a copy):

14.2.1 any materials the IPR in which belong to that other party together with all copies thereof (unless otherwise agreed between the parties); and

14.2.2 all documentation in any medium that contains, refers to or relates to the other party's or any of its Affiliates' Confidential Information.

15. GENERAL

15.1 Export Control and Sanctions Laws

15.1.1 Each party will comply with any Export Control and Sanctions Laws applicable to it. City agrees that such laws govern the use of Services (including technical data), and City agree to comply with all such Export Control Laws (including "deemed export" and "deemed re-export" regulations).

16.1.2 City agrees that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws. Furthermore, City acknowledge that in some cases the Services might be designed with capabilities for the City or its Authorized Users to access the Services without regard to geographic location. In such cases City and Authorized User is solely responsible for compliance with export control with regards to the access to the Services from different geographic locations.

16.1.3 If the provision or use of the Services constitutes an actual or probable (in the reasonable opinion of Amadeus) breach of any Export Control and Sanctions Laws, applicable to Amadeus or its subcontractors,

Amadeus shall have the right to suspend or prevent the provision or licensing of the affected Services and this will constitute a Savings Event.

16.1.4 City shall indemnify Amadeus against all losses, liabilities, costs and expenses suffered or incurred by Amadeus and its Affiliates in connection with City's and/or its Affiliates' and/or Authorized Users' breach of Export Control and Sanctions Laws.

15.2 Notices. With reference to Section 6.2 (Notices) of the Agreement, Amadeus' new notice address is as follows.

Amadeus Airport IT Americas, Inc.
7022 TPC Drive, Suite 100
Orlando, FL 32822
Attn: Chris Keller
E-mail address: Chris.KELLER@amadeus.com
Phone number: (407) 370-4664 EXT 5901

15.3 Approvals/Consents. Except where expressly provided as being in the sole discretion of a party, where agreement, approval, acceptance, consent, confirmation, or similar action by either party is required hereunder, such action shall not be unreasonably delayed or withheld.

15.4 Compliance with Law. With reference to Section 9.4 of the Agreement, if there is a change in law, the compliance with which would result in a material, adverse impact to Amadeus, as determined by Amadeus, then (1) the parties will work together in good faith to determine if there is a mutually agreeable path forward to sufficiently negate such impact, and (2) if such mutual agreement is not reached, then Amadeus may terminate the Agreement providing City with reasonable notice under the circumstances.

15.5 Attorneys Fees. Section 9.8 of the Agreement is deleted.

15.6 Trademarks/Logos. Except as permitted herein, neither party shall use the other party's name, trade name, logo or mark or refer to either party directly or indirectly in any advertisement, media release, public statement or announcement or public disclosure relating to this Agreement, the Services or the relationship of the parties, including in any promotional or marketing materials, City lists or business presentations, without the prior consent of the other party to each such use or release, except as otherwise required by applicable Law. Notwithstanding the foregoing, City authorizes Amadeus to, publicly disclose that City is a City of Amadeus (e.g. in City list, commercial proposals, sales presentations, conferences etc.), and details of the Services provided to City (including which Services it uses) and use City's and its Affiliates brands and logos in connection with such disclosures.

15.7 All other terms and conditions of the Agreement dated May 2, 2023, shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall prevail.

AS WITNESS, this First Amendment has been executed by the duly authorized officers of the parties on the First Amendment Effective Date set out above:

CITY OF FRESNO

A Municipal Corporation

By: _____
Georgeanne A. White
City Manager

By: _____
Henry Thompson,
Director of Aviation

Address for Notice:

City of Fresno, Airports Department
4995 E. Clinton Way
Fresno, CA 93727

APPROVED AS TO FORM:

ANDREW JANZ

City Attorney

By: Christine Charitar 5/16/2025

Christine Charitar Date
Deputy City Attorney

ATTEST:

TODD STERMER, CMC

City Clerk

By: _____
Deputy

AMADEUS AIRPORT IT AMERICAS, INC.,

A Delaware Corporation

By: Chris Keller 5/14/2025

B2BECFB9411A487

Name: Chris Keller

Title: Secretary
(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)

By: _____

Name: _____

Title: _____
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

Address for Notice:

CONTRACTOR:

Amadeus Airport IT Americas, Inc.

Attn: Chris Keller – President and
COO

7022 TPC Drive, Suite 100

Orlando, FL 32822

Phone: (407) 370-4664

FAX: (407) 370-4657

Attachments:

Exhibit A1 – Side Letter Dated September 6, 2024

Schedule 1 – General Definitions

Schedule 2 - Biometric Service Description of the Amadeus Biometric CBP-TVS Exit
Biometric Solution (US)

Schedule 3 – Implementation Services (ABS)

Schedule 4 – CUSS Description and Implementation

Schedule 5 – Charges

Schedule 6 – Service Delivery Model

Schedule 7 – Equipment Terms and Conditions

**ATTACHMENT A-1
SIDE LETTER**



FRESNO YOSEMITE International Airport

City of Fresno Airports Department

4995 E Clinton Way, Fresno, California 93727-1525

(559) 621-4500 • flyfresno.com

Via E-mail

September 6, 2024

Chris Keller, President and COO
Amadeus Airport IT Americas, Inc.
5950 Hazeltine National Dr., Suite 210
Orlando, FL 32822
Email: Chris.Keller@amadeus.com

RE: SIDE LETTER TO SUPPORT AND MAINTENANCE AGREEMENT (AGREEMENT) FOR THE ADDITION OF BIOMETRICS AT FRESNO YOSEMITE INTERNATIONAL AIRPORT (FAT)

Dear Chris Keller:

Amadeus Airport IT Americas, Inc. (Amadeus), and the City of Fresno, Airports Department (City), are parties to the Support and Maintenance Agreement (Agreement), dated May 2, 2023, for support and services at the Fresno Yosemite International Airport (FAT). The Agreement expires on May 31, 2028.

WHEREAS, This Side Letter (Letter) is intended to start the process of adding Biometrics to the existing Common Use System at Gates 11 and 15, which are located inside FAT's terminal building, and will be used for departing international passenger verification per the requirements set forth by the United States Customs and Border Protection (CBP); and

WHEREAS, Starting December 1, 2024, Alaska Airlines will begin operating a new daily international route to Guadalajara, Mexico, which will depart FAT at approximately 7:00 a.m. (PST); and

WHEREAS, CBP staff currently operate at FAT daily, between the hours of 8:00 p.m. to 4:00 a.m. (PST); and

WHEREAS, CBP is requiring City to install Biometrics at FAT's Gates 11 and 15, as those two Gates are generally used to board international passengers on departing flights, and will be used to verify the identities of departing international passengers (authorized ticket holders) via facial recognition technology; and

Amadeus Side Letter

Page 2

September 6, 2024

WHEREAS, Amadeus and City (collectively referred to as "Parties") met on August 20, 2024, to discuss the process of adding the Biometrics requirement at Gates 11 and 15; and

WHEREAS, The Parties agree to executing this Letter prior to amending the Agreement, in order to meet the pending deadline of December 1, 2024; and

WHEREAS, The Parties agree to the following:

1. City wishes to make an enhancement to the current Extended Airline System Environment (EASE/EASE-FX-EASE™) system to include Biometrics at Gates 11 and 15, effective December 1, 2024. To meet the deadline, the Parties agree that this Letter permits the immediate ordering of all necessary Biometrics equipment (the "Equipment"). Amadeus will (1) order the Equipment, and (2) cover the risk of loss to the Equipment while it is transported to FAT. City will be responsible for the risk of loss to the Equipment after it is delivered to FAT except for any loss that results from the acts or omissions of Amadeus.
2. Concurrently, City will draft an amendment (the "Amendment") to the Agreement that adds the procurement of the Equipment and associated charges and services to the scope of the Agreement.
3. Once the Amendment is agreed upon between the Parties, City will take the item before Fresno's City Council for final approval.
4. For clarification, (i) except as referenced in paragraph 1 above, neither Party has any responsibilities or obligations with respect to the Equipment until the Amendment is executed by the Parties, and (ii) this Letter does not modify, supplement or otherwise impact the Agreement.

This Side Letter will be effective upon signature of all Parties.

Very truly yours,

The City of Fresno, California

By:

DocuSigned by:

Henry Thompson 9/6/2024

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Henry Thompson, A.A.E., C.A.E., IAP
Director of Aviation

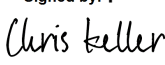

Amadeus Side Letter

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September 6, 2024

ACCEPTED:

Amadeus Airport IT Americas, Inc.

Signed By: 
By:  _____
Chris Keller

Title: Secretary _____

Date: 9/6/2024 _____

Attached: Biometrics Quote and Scope of Services



Adding Biometrics

Fresno Yosemite International Airport

Fixed Price Quote



Sent via electronic mail

October 30, 2023

Melissa Perry
Airports Properties Manager
Fresno Yosemite International Airport
melissa.garza-perry@fresno.gov

Reference: 2023_504 Adding Biometrics

Dear Mr. Perry,

This Fixed Price Quote (FPQ) has been provided in response to your request to supply Biometrics at with CBP validation at two gates for Fresno Yosemite International Airport (FAT).

Amadeus has identified all the necessary hardware, subscription, and professional services costs to successfully complete this request. We sincerely hope this proposal meets your satisfaction.

Thank you in advance for contacting me if you have any questions or would like to discuss this FPQ in further detail.

Best regards,

Amadeus Airport IT Americas, Inc.

Rebu Joy

Airport Delivery Manager

cc: Ray Vecchiarelli



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Document control				
Security level	Confidential			
Company	Amadeus Airport IT Americas, Inc.			
Department	Support			
Author	Crystal Mora			
Reviewed by	Rebu Joy	Date	12/07/2023	
Approved by	N/A	Date	N/A	
Version	Date	Change	Comment	By
1	12/07/2023	N/A	Initial commit	Crystal Mora



Scope of Work

The Scope of Work for the biometric system project at Fresno Yosemite International Airport (FAT) involves supplying and implementing biometrics at two gates with CBP validation. It includes:

- **Hardware:**

Description	Quantity	Spares	Total
Smart Biopod v4	2	1	3
Toplink 10" screen	2	1	3
Amadeus Biopod Mount	2	1	3
Amadeus Vertical Spacer Kit	2	1	3
Amadeus Horizontal Spacer Kit	2	1	3
M4 8mm size screws 100pk	1	0	1
Millwork Mount - SD-POS-HA	2	1	3
AFS Mount - PM40-104	2	1	3
AFS Mount - HE35-104	2	1	3
AFS Mount - TILTERSTD-104	2	1	3
AFS Mount - V751	2	1	3
6ft HDMI Cable	2	1	3
Power Cord	2	1	3
Power Cord 6ft Extension Cable	2	1	3
3ft USB Cable	2	1	3
USB Port Lock 10pk	2	0	2
USB Port Lock Key	2	1	3
Conduit Tubing	1	1	2
M6 - 40mm flat screws 20pk	1	0	1

- **Services:**

- Project management, system implementation, and staff training.

- **Subscriptions and Support:**

- Two Biometric SaaS Subscriptions.



- Airlines included: Aero Mexico and Volaris.
- Enhanced support and maintenance under the current contract, including level 2 and 3 support for biometrics.

Exclusions

The following outlines what is not included in the scope of work. These exclusions are responsibilities that the airport will handle:

- **Infrastructure:**
 - Airport will provide and/or make the necessary adjustments to millwork.
 - Airport will provide all LAN and WAN network components.
 - Airport will provide power and network data connections for devices, both passive and active.
- **Access:**
 - Airport will provide remote VPN access for Amadeus implementation and support staff.
 - Access to installation locations will be provided by Airport via escort or badging.
- **Level 1 Support:**
 - The current contract will be amended to include Level 1 support including:
 - Hardware device maintenance and replacement.
 - Hardware RMAs.
 - Onsite troubleshooting for hardware issues.
- **Civil Works:**
 - All hoarding, floor preparation, demolition, disposal, finishing and other related civil works are not within the scope of this project.



Terms and Conditions

Legal Effect of the Proposal

All information contained herein is accurate to the best of our knowledge and is based on certain assumptions made by Amadeus and based on the information provided by FAT in, or in relation to the Fixed Price Quote (hereinafter referred to as the "FPQ"). Any change to the underlying information or to the assumptions or dependencies mentioned in this proposal may result in a change to the content of this Proposal and/or solution described herein.

This document contains information which is provided to FAT in response to the request to add Biometrics. If accepted by FAT this document will constitute a contractual acceptance of the statement of work and pricing provided in this Proposal.

All descriptive and graphical representation of architectures and interfaces are representative samples of products that Amadeus may at its discretion choose to continuously develop. Such product samples may be amended and altered by Amadeus in its discretion based on technological advancements in the market, clients' requirements, and evolving product features.

Warranty

Whilst reasonable care has been taken to ensure that the information in this document is accurate, Amadeus assumes no responsibility for any inaccuracies or errors that may be contained herein. Amadeus shall not be held responsible for any loss or damage (direct or otherwise) caused by errors, omissions, misprints, misinterpretation of or reliance on the information in this Proposal, even if advised of the possibility of such damages. This Proposal is provided "as is". Except for any implied warranties or terms that cannot be excluded by law, Amadeus makes no representations, covenants, conditions, or warranties, whether express or implied, including any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose, non-infringement, accuracy, availability, or error or bug-free or uninterrupted operation.

Intellectual Property

Any Amadeus intellectual property or other information contained in this Proposal or relating to the products or services described herein shall remain the sole and exclusive



property of Amadeus or its licensees, as applicable. Nothing herein shall constitute a license, transfer, or other grant of any rights in or to the information or intellectual property contained or referenced herein. Any products, services or company names that may be referred to in this Proposal that are trademarks are herewith acknowledged.

Patent Information

As a technology leader in the field, Amadeus takes innovation seriously. Some of the technology featured in this tender may be covered by Amadeus' worldwide patents or other intellectual property. Please visit <https://amadeus.com/en/policies/patents> for more information. If you have questions, please feel free to contact us.

Confidentiality

This Proposal, including all information contained herein and any attached or related documents, is strictly confidential and proprietary information of Amadeus and its respective affiliates, subsidiaries, members, vendors and/or suppliers and is being provided to FAT in response to the RFP for the sole and exclusive purpose of enabling your company to assess its potential business relationship with Amadeus and evaluating this Proposal.

The acceptance and review by FAT of this Proposal constitutes the agreement of FAT to keep this Proposal and all information and all attached and related documents it contains confidential.

FAT acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and FAT undertakes not to use any Confidential Information for any unlawful purpose. FAT is expressly advised that Amadeus is a company whose shares are admitted to trading on a regulated market in Spain and that all or part of the Confidential Information constitutes or may constitute insider information, according to the terms of article 81 of the Spanish Securities Market Act.

Validity

All prices and charges quoted in this Proposal are based on 2023 prices and assumes a delivery effort of 37.5 days. All indicative pricing presented in this Proposal is exclusive of any applicable taxes (including indirect taxes and withholding taxes if applicable).



The Proposal shall remain valid for a period of 60 days from the “Last update” date of this Proposal.

Amadeus reserves the right to void orders in the event of pricing inaccuracies or other errors.

Mobilization

Amadeus will make commercially reasonable efforts to mobilize on this effort within **45** days of receipt of a signed purchase order factoring in staff availability.

Payment

Amadeus will order hardware and schedule work upon receipt of a Purchase Order from FAT.

*Hardware lead time is 12-14 weeks after receipt of a Purchase Order. If anything affects lead times after you have placed your order, we will notify you. Any returned, unopened hardware may be subject to a restocking fee.

Standard Payment Terms: Amadeus will invoice FAT upon completion of the work – Net 30 days upon receipt.

***Please note that currently, hardware orders are experiencing delays due to manufacturing and shipping issues. If your purchase is time sensitive, please contact us for current delivery timeframes.**



Pricing

Purchase orders should be sent to DG-ORL-Purchasing@amadeus.com.

Item	Description	Qty.	Unit	Unit Sell Price	Total Sell Price
HARDWARE					
1	Smart Biopod v4	3	EA	\$5,043.55	\$15,130.65
2	Toplink 10" screen	3	EA	\$526.50	\$1,579.50
3	Amadeus Biopod Mount	3	EA	\$286.00	\$858.00
4	Amadeus Vertical Spacer Kit	3	EA	\$132.98	\$398.94
5	Amadeus Horizontal Spacer Kit	3	EA	\$125.10	\$375.30
6	M4 8mm size screws for TopLink monitor and Ergomart mount	1	EA	\$12.94	\$12.94
7	Millwork Mount - SD-POS-HA	3	EA	\$199.16	\$597.48
8	AFS Mount - PM40-104	3	EA	\$144.09	\$432.27
9	AFS Mount - HE35-104	3	EA	\$33.29	\$99.87
10	AFS Mount - TILTERSTD-104	3	EA	\$50.74	\$152.22
11	AFS Mount - V751	3	EA	\$9.91	\$29.73
12	6ft HDMI Cable	3	EA	\$22.22	\$66.66
13	Power Cord	3	EA	\$15.60	\$46.80
14	Power Cord 6ft Extension Cable	3	EA	\$14.70	\$44.10
15	3ft USB Cable	3	EA	\$15.60	\$46.80
16	USB Port Lock	2	EA	\$36.40	\$72.80
17	USB Port Lock Key	3	EA	\$19.50	\$58.50
18	Conduit Tubing	2	EA	\$66.38	\$132.76
19	Mount Screws - M6 - 40mm flat screws	1	EA	\$11.04	\$11.04
HARDWARE SUBTOTAL					\$20,146.36
PROFESSIONAL SERVICES					
20	Project Management	1	LOT	\$17,376.98	\$17,376.98



Item	Description	Qty.	Unit	Unit Sell Price	Total Sell Price
21	Implementation	1	LOT	\$16,759.72	\$16,759.72
22	Training	1	LOT	\$11,338.27	\$11,338.27
PROFESSIONAL SERVICES SUBTOTAL					\$45,474.97
ADMINISTRATION					
	Freight and Shipping	1	LOT	\$1,331.49	\$1,331.49
ADMINISTRATION SUBTOTAL					\$1,331.49
TOTAL					\$66,952.82

Annual Subscription and Support and Maintenance

Item	Description	Qty.	Unit	Unit Sell Price	Total Sell Price
SAAS SUBSCRIPTION					
1	SaaS Subscription	12	MO	\$272.85	\$3,274.20
SAAS SUBSCRIPTION SUBTOTAL					\$3,274.20
SUPPORT AND MAINTENANCE					
2	Support and Maintenance	12	MO	\$607.09	\$7,285.08
SUPPORT AND MAINTENANCE SUBTOTAL					\$7,285.08
TOTAL					\$10,559.28

SCHEDULE 1 – GENERAL DEFINITIONS
SCHEDULE 1

“Abuse”	includes: (a) improper record of or access of the Biometric Service or the Amadeus Platform; (b) training any Third-Party in the use of the Biometric Service or the Amadeus Platform without Amadeus’ written consent; (c) misuse of the access to the Biometric Service or Amadeus Platform granted by Amadeus under the terms this Agreement; and (d) any use of the Biometric Service or Amadeus Platform which causes or is reasonably likely to cause technical problems, damage, degradation or interruption of which in any way negatively impacts the performance of the Biometric Service or other users of the Amadeus Platform or the Biometric Service.
“Affiliate(s)”	means, with respect to each party, any other company or person that, directly or indirectly, Controls, is Controlled by or is under common Control with such party.
“Airport(s)” or “Airports Scope”	means Fresno Yosemite International Airport
“Amadeus Data”	means all data and information generated, processed, received, inputted, provided or stored by Amadeus (including in the Amadeus Platform) in electronic or hardcopy format, whether or not relating to its own or its Affiliates’, Citys’ or business partners’ operations, facilities, Citys, personnel, assets and programs, in whatever form that information may exist. It includes Amadeus Performance Data, Amadeus Systems Level Data, and Third-Party Data relating to any of the foregoing.
“Amadeus Data Centre”	means any of the computer operations centres, including public, private, or hybrid cloud (or other infrastructure), where Amadeus operates any of the Biometric Service.
“Amadeus Help-Desk”	means the help-desk support services provided by Amadeus to the City and described in Section “Amadeus Help Desk Services” of the Amadeus Operational & Delivery Principles.
“Amadeus IPR”	means the IPR in any software, documentation, database or information used or developed by or on behalf of Amadeus in the provision of the Biometric Service or in fulfilment of this Agreement, including: (a) the Biometric Service and the Amadeus Platform; (b) any developments performed by Amadeus; (c) Amadeus’ Confidential Information; and

	(e) Amadeus Data.
“Amadeus Performance Data”	means robot measurement data of City’s usage of the Biometric Service and Amadeus Platform, City user system logging based data, incident records, problem tracking records, incident management reports, problem management reports and similar data relating to Biometric Service or Amadeus Platform performance measurement.
“Amadeus Platform”	means the combination of networks, terminals, systems and servers, and associated infrastructure, including any hardware, software, and tools, which are operated and/or controlled by Amadeus and its Affiliates.
“Amadeus Product”	means the specific Amadeus solution provided under this Agreement (e.g., ABS and CUSS).
“Amadeus Systems Level Data”	means network error messages and messages generated by network monitoring tools such as “ping” used to test correct operation of the Biometric Service or Amadeus Platform at a system level, irrespective of City identity.
“Amadeus Third Parties”	means Third-Parties are engaged by Amadeus to provide goods or services to it.
“Authorized User”	means airlines and ground handlers selected by City, using, or serviced on the Biometric Service within the scope of this Amendment.
“Chargeable Time”	means time spent by Amadeus Personnel on Services which are agreed to be charged on a Time and Materials basis, as recorded on Amadeus’ internal reporting system. For clarity, such time excludes time spent on the following activities: vacation, sick or other leave days, administration and internal management time, general training, but includes travel.
“City Data”	means all data (other than Personal Data) and information generated, inputted or stored in the Amadeus Platform as a result of use of the Amadeus Product and relating specifically to City or its Authorized User(s), and its or their operations, facilities, personnel, assets and programs in whatever form that information may exist and be processed through the Amadeus Product, excluding: (a) Amadeus Performance Data; (b) Amadeus Systems Level Data; (c) Amadeus Data; and (d) Third-Party Data.
“City IPR”	means IPR generated or provided by City, excluding Amadeus IPR.
“City Site Acceptance Testing”	means the testing conducted by the City on-site to validate that the configured Amadeus Product is ready, prior to conducting the Operational Trial.
“City Third Parties”	means Third Parties who are engaged by City or any Authorized User to provide goods or services to any of them.

“Confidential Information”	<p>Means as described in Section 4 of the Agreement and further includes:</p> <p>all information of a party or its Affiliates marked “confidential”, “restricted” or “proprietary” by either party or its Affiliates, and any other information of a party or its Affiliates that is treated as confidential by the disclosing party and would reasonably be understood by the receiving party to be confidential, whether or not so marked, including:</p> <ul style="list-style-type: none"> (a) any software or components provided by either party under this Agreement for the purposes of receiving the Service; (b) any software, components or other products and services, the provision of which is under discussion between the parties during the Term (including in connection with any pilot or similar arrangement); and/or (c) any pricing, strategic plan, account information, client lists, research information, trade secrets, financial/accounting information, human resources, and personnel information, internal or external audits. <p>Confidential Information does not include (i) information that is in the public domain through no violation of a confidentiality obligation, (ii) was known to the receiving party prior to disclosure by the disclosing party, (iii) was independently developed by the receiving party without any reliance upon the disclosing party’s Confidential Information.</p>
“Cutover”	means, with respect to the applicable Amadeus Product, the earlier of the date on which City commences use of the Amadeus Product and the date on which the Amadeus Product is available in the Production Environment for use by City following (i) in the case of ABS migration of a Biopod to the Biometric Service, and (ii) in the case of CUSS when a CUSS kiosk is operational.
“Data Processing Subcontractor”	means any Processor engaged by Amadeus in the processing of Personal Data.
“Data Protection Legislation”	means all applicable laws and regulations relating to the processing of Personal Data and privacy and the laws and regulations implementing or made under them and any amendment or re-enactment of them.
“Data Subject”	means an identified or identifiable natural person.
“End of Project”	has the meaning given in each Agreement if applicable.
“End-User Help-Desk”	means a trained help-desk that provides help desk services for the City’s End Users as set out in the section “End User Help-Desk Services” of the Amadeus Operational & Delivery Principles.
“Equipment”	means the equipment provided by Amadeus to City as set out in the Schedule(s), including any additional equipment agreed

	between the Parties to be purchased from time to time in an Order Form.
“Export Control and Sanctions Law”	means (a) any Law restricting import, export, re-export, transfer, transit or release of equipment, commodities, software, technology or technical data of any relevant country, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and Council Regulation (EC) No. 428/2009 of 5 May 2009 on dual-use items; and (b) any economic sanctions administered by the UN Security Council, the European Union, the United Kingdom, the Office of Foreign Assets Control of the U.S. Department of Treasury or other relevant sanctions authority.
“General Data Protection Regulation” or “GDPR”	means regulation EU 2016/679/EC on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC.
“Intellectual Property Rights” or “IPR”	means any and all patents, utility models, registered and unregistered trade and service marks, registered designs, rights in unregistered designs, trade and business names, rights in domain names, copyrights and moral rights, rights in any object code or source code, database rights, rights in inventions, know-how, trade secrets and other Confidential Information, and all other intellectual property rights of a similar or corresponding character, whether or not registered or capable of registration and whether subsisting in any country, territory or part of the world together with all or any goodwill relating thereto.
“Internet Service Provider” or “ISP”	means the third-party internet service company who has been appointed by the Airport to provide the internet service to the Terminating PoP in the designated Amadeus Data Centre.
“IP” or “IPSec”	means the protocol used to communicate.
“IPSec VPN Tunnel”	means a virtual private network used to provide secure communication over the public internet between two geographical points. In this case one geographical point is the Terminating PoP at the Amadeus Data Centre and the other geographical point is the Airport Core Room.
“Losses”	means all losses, liabilities and damages and all related costs, expenses and payments made to third parties (including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).
“Man Day Rate”	means the rate applicable to the Man Days as set out in this Agreement and referenced in the Amadeus Charging Principles.
“Man Day”	means the Chargeable Time spent during one day.
“Modify”	means to enhance, reduce, replace, vary, derive, or combine with other systems or software or materials which do not form part of the Services, and “Modified” and “Modification” (and their grammatical variants) shall be construed accordingly.

“Operational Readiness Testing”	means testing conducted by the City to validate the readiness of the business to commence operations with the Biometric Service. This testing usually incorporates process testing, “dry runs” and a “rehearsal” of the support processes including help desk operations and incident management
“Operational Trial”	means, if applicable, a period of parallel trial operation by the City using both the Biometric Service and the City’s legacy solution as a prelude to the operational Cutover of the Biometric Service into the Production Environment.
“Order”	means the initial order of Equipment set out in the Schedule(s) plus additional orders or changed orders of Equipment, if any, requested in an Order Form.
“Personal Data”	means any information that relates to an identified or identifiable living individual.
“Personal Data Breach”	means a breach of Amadeus’ security commitments set out in this Agreement leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by Amadeus in connection with this Agreement.
“Personnel”	means the employees, officers, directors or contractors of an entity, and in case of Amadeus, including of its Affiliates.
“Point of Demarcation” or “PoD”	means a physical location, where Amadeus and City interconnect their networks. This demarcates the boundary where Amadeus provides the Amadeus Product to City and where Amadeus’ responsibility for the Amadeus Product ends, except as otherwise agreed. This location is as specified in the Amadeus Operational & Delivery Principles or any other location as agreed between the parties.
“Process” or “Processing”	of Personal Data means the use, collection, storage, processing, modification, transfer, blocking or erasure of Personal Data by Amadeus on behalf of City.
“Production Environment”	means the system environment within the Amadeus Platform accessible by City starting with Cutover in order to access and use the Amadeus Product.
“Renewal Term”	means the period by which the Term is extended or renewed by agreement or otherwise in accordance with this Agreement following the Initial Term or the immediately preceding Renewal Term (as the case may be).
“Savings Event”	means: (a) the delay, breach or negligence, of or caused by City or any Authorized User, subcontractor, supplier, agent or employee of City or any City Third-Party; (b) the failure of City or any Authorized User (including their respective Personnel) to perform their obligations under this Agreement including completing a Milestone; (c) delay resulting from Third-Party network, internet or telecommunication providers (but, for clarification, not including third parties that Amadeus uses to host the

	<p>Amadeus Product);</p> <p>(d) any other circumstance outside the control of Amadeus but not including, except as provided in (c) above, third parties that Amadeus has contracted with to provide any portion of the Services; and/or</p> <p>(e) any other circumstances set out in this Agreement as giving rise to a Savings Event.</p>
“Service Configuration Design”	means the document that describes the service configuration for the Amadeus Product, as applicable, for the City during the Implementation project, and the operation of the Biometric Service.
“Service Delivery Model”	means the matrices set out in Schedule 6 (Service Delivery Model)(ABS) to this Agreement.
“Service Validation Testing”	means the testing conducted by the parties to validate the configuration of the native DCS-Related Applications in use with the Amadeus Product.
“Terminating PoP”	means a physical location, where Amadeus and City interconnect their networks. This demarcates the boundary where Amadeus delivers agreed network services to City and where the responsibility for the services ends.
“Third-Party”	means any entity other than City or Amadeus, or their respective Affiliates.
“Third-Party Claim”	means any Claim by a Third-Party.
“Third-Party Data”	means data which is relevant to and that can be used for the product or service of a Third-Party or a booking for a product or service of a Third-Party.
“Third-Party Solution”	means a solution licensed to Amadeus or its Affiliates or provided to Amadeus or its Affiliates by a Third-Party on behalf of City or its Authorized Users.
“Time and Materials”	means the Man Days spent, travel expenses and expenses for resources consumed.
“User Originating Problem”	means a problem originating externally including from Amadeus Platform users or their systems, with an actual or probable (in the reasonable opinion of Amadeus) detrimental impact on Amadeus’ systems (including technical problems, damage, interruption and/or degradation to Amadeus’ systems and/or other impacts which negatively affect the provision of services to other users, and/or result in inefficient or improper use of the Amadeus Platform and/or the Amadeus Product.
“Virus”	means any code, program or sub-program whose purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of software, code, a program or a sub-program, itself; or any device, method or token permitting a person to circumvent the security of the software or the system containing the code.
“VPN Peer”	means the device hardware which is used to create the IPSec

	VPN Tunnel. This can be a firewall, server or router which conforms with the agreed standards described in the workflow management documentation.
“Working Day”	means any day when the party is open for business and excludes weekends and public holidays as they apply to that party (whether regional, state or country).

SCHEDULE 2 – BIOMETRIC SERVICE

Description of the Amadeus Biometric CBP-TVS Exit Biometric Solution (US) **(“Amadeus Biometric Solution”)**

1. OVERVIEW

The Amadeus Biometric Solution provides Biometric Exit solution, supporting the United States Customs and Border Protection Agency Traveler Verification Service (CBP-TVS) Biometric Exit program.

The U.S. Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP) is congressionally mandated to deploy a biometric entry/exit system to record arrivals and departures to and from the United States. The CBP YVR operationalized and deployed facial recognition technology, now known as the Traveler Verification Service (TVS), to support comprehensive biometric entry and exit procedures in the air, land, and sea environments.

Amadeus supplies a Biometric boarding solution that uses the CBP-TVS Biometric Exit program. The City will make this solution available to the airlines at the Airport with international departures.

2. SOLUTION DESCRIPTION

For ease of understanding, the Amadeus Biometric Solution can be divided into two elements:

- (i) Frontend = what the passenger sees: Amadeus Biometric Solution at the airport.
- (ii) Backend = what the passenger does not see: The functions, technology and systems integration behind the Amadeus Biometric Solution that deliver the biometric passenger experience.

Each of these are described in further detail below:

- (i) Frontend = what the passenger sees:

Signage: At all biometric touchpoints, there will be clear signage to confirm to the passenger that they may have their photo captured, and that they have the option to opt out at any time. For the CBP-TVS Exit program this is available from the CBP directly.

Smart Biopods: Used throughout the Amadeus Biometric Solution, these are cameras, with onboard processing power, that are specifically optimized for the airport environment. Smart Biopods are deployed at boarding gates as agreed with City.

Boarding: A solution enabling passengers to have their photo captured and used for biometric matching and (optionally) boarding. The passenger image is captured, sent to the Amadeus Biometric Platform and then

forwarded to the CBP, together with meta data to enable the CBP to confirm to which flight and airport the request relates. The CBP returns either a positive or negative response to the Amadeus Biometric Platform, in the form /of a unique identifier for the passenger.

If the match request made to the CBP is not successful, the Smart Biopod informs the passenger of this, and the passenger is asked to seek assistance from the airline agent monitoring the boarding to validate their ID documents and boarding pass. If the match request made to the CBP is successful, then at that point, at airline option, the passenger will be presented with one of the following two different processes:

- (1) Two-step process. The passenger is asked to scan their boarding pass (or an agent does it) and this makes a matching request to the Departure Control System (DCS) in the usual manner.
- (2) One step process. This is a more efficient, passenger friendly process as it integrates the matching and the boarding requests. The ABS platform takes a successful response from the CBP, then uses that response to automatically send a boarding request to the airline DCS. The DCS then responds in the usual manner: If the boarding request is successful, then the passenger is informed that they can proceed. If the boarding request is not successful, then the agent needs to check the issue using existing processes (boarding pass scan / passport check, etc.)

City, Border Authorities and airlines may perform additional ID checks or Visa checks, in line with their legal and operational requirements.

Opt outs / not recognized = back up process: Certain passengers have the option to opt out, as defined by the US CBP-TVS, and made explicit to passengers via signage and other channels. Certain passengers may not be eligible (e.g., infants, accompanied handicapped passengers etc). Equally, biometric matching is very effective but not in 100% of cases. City is obliged to provide an alternate, back-up non-biometric processing solution at all times.

- (ii) Backend = what the passenger does not see:

Identity Management Platforms (IMP): City uses the CBP-TVS IMP. The Amadeus Biometrics Solution supplied to City uses the US CBP-TVS Biometric Exit program. All eligible passengers on international flights are pre-enrolled by the US Border authorities. Biometric galleries are created by the CBP-TVS on a per flight basis. At the time of boarding, Amadeus Smart Biopods capture the passengers facial photograph, a matching request is sent to the CBP-TVS to confirm whether that passenger is expected on that flight.

On positive identification, data is returned by the CBP-TVS enabling the passenger to be identified and processed (i.e., to board the aircraft should

the airline Departure Control System confirm the passenger is eligible to board) if this option (one-step) City has been selected by the airline.

Monitoring and reporting: ABS provides monitoring and reporting solutions for City and Amadeus support staff.

Performance: Biometric processing is highly reliable, but 100% performance is not guaranteed. This is due to human factors, variations in lighting conditions, variations in the quality and age of passenger identity documents and other factors.

Security: ABS is subject to Amadeus security policies as amended from time to time. No private data is stored at rest. Log cleansing is used to anonymize personal data. No copies of backups of passenger information are made. Passenger images captured by the Smart Biopod or Biopod kit are not stored in the device but transferred immediately to the IMP for processing, and immediately deleted once a biometric signature is generated.

GDPR positioning: The CBP-TVS service is legislated and audited for privacy and other issues by US Congress. Amadeus complies with US CBP-TVS requirements, and no Personal Private Information (PPI) is stored, recorded, retained or copies made. No PPI is at rest at any time. Amadeus acts as a Data Processor for YVR Airport Authority.

Security audits: In the U.S., Amadeus complies with requests for security audit from the CBP-TVS

3. **ROLES AND RESPONSIBILITIES**

3.1 Amadeus responsibilities:

- Amadeus is responsible for supplying ABS for international destinations in compliance with U.S CBP-TVS operating and security requirements. City and airlines will need to provide standard passenger processing solutions (= non-biometric) as a backup should passengers either be ineligible, the biometric matching not work (as happens in a certain number of cases) or ABS not be available for whatever reason.
- Amadeus will work with the airlines referenced in Section 5 (Configuration Profile) of Schedule 3 (Implementation Services) to configure, test and operate biometric processing for their departures, together with supporting limited airline customization requirements, coaching in the use of the solution and training.
- Amadeus will provide various professional services to ensure the enablement of a 2-step boarding validation process utilizing the CBP-TVS identify Management Platform within Terminal 6 for the airlines indicated in Section 5 of Schedule 3 (Implementation Services). Amadeus will provide professional services to enable a 1-step

process upon agreement between the parties and dependent upon the level of airline cooperation and technical capabilities.

3.2 City responsibilities

- City is responsible for providing ABS to the airlines at Airport for international destinations in compliance with US CBP-TVS operating and security requirements.
- City is responsible for deciding the operational deployment of biometric processing (locations at Airport), airlines in scope.
- City is responsible for meeting any future CBP-TVS Biometric mandates, as well as supporting security audits.

4. **INTEGRATION OF AIRPORT APPLICATIONS**

4.1 Subject to Amadeus pre-approval and cooperation of systems, networks, links, third-parties and external components and services not provided by nor under the control of Amadeus, Amadeus will, if requested by City, interface City's local Airport applications contractually agreed between the parties at the Airport with the Biometric Service by:

- 4.1.1 allowing the Biometric Service to access browser-based applications via the workstation, or
- 4.1.2 subject to payment by City to Amadeus of additional charges per Man Day at the Man Day Rate set forth in Schedule 5 (Charges), providing central hosting of applications within the ABS application virtualisation platform, or
- 4.1.3 publishing applications direct to the local thin-client workstations within the airport. If publishing the application to the local thin-client requires an upgrade to the thin client hardware, then City shall pay the cost of this hardware upgrade as agreed between Amadeus and City.

5. **INTEGRATION OF AIRLINE APPLICATIONS**

5.1 Subject to Amadeus pre-approval and the cooperation of systems, networks, links, third parties and external components and services not provided by nor under the control of Amadeus, Amadeus will interface DCS-Related Applications that directly check-in and board passengers at the Airport (covered by the charges stated in Schedule 5 (Charges).

5.2 Notwithstanding the above, the integration and/or hosting airline or third-party applications which:

- (a) do not directly check-in or board passengers; or

(b) require a bespoke solution, specifically a full and isolated desktop environment per running application instance resulting in additional setup and ongoing/operational effort.

(c) are DCS-Related Applications that require additional effort by Amadeus beyond Amadeus standard integration;

will be subject to additional charges payable by City per Man Day at Amadeus' then applicable Man Day Rate.

6. AMADEUS AIRPORT CONNECTION IPSEC VPN

6.1 Amadeus set up and implementation of the Amadeus Airport Connection IPSec VPN shall be payable by City in accordance with Schedule 5 (Charges).

SCHEDULE 3 IMPLEMENTATION SERVICES (ABS)

1. INTRODUCTION

- 1.1 This Schedule 3 (Implementation Services) describes (together with the Amadeus Implementation Principles) the Implementation Services that shall be delivered by Amadeus, and corresponding City obligations that must be met by City in order to implement the Biometric Service, and other implementation activities.
- 1.2 Implementation Services shall be managed in accordance with Amadeus Implementation Principles.
- 1.3 Implementation Services are provided in accordance with Amadeus Implementation Principles and Amadeus' standard implementation processes, via Amadeus' communications media (e.g., problem management tracking system, phone, e-mails), during Amadeus office hours.
- 1.4 Additional Implementation Services not described in this Schedule 3 may be provided by Amadeus at mutually agreed terms and conditions.
- 1.5 City confirms that, prior to Implementation Services being provided, it has conducted a thorough risk assessment of City's existing systems and processes to ensure that they are compatible with the Biometric Service and the Amadeus Platform, and City is responsible for the safety implications of deploying the Biometric Service and the processes associated therewith.
- 1.6 City will provide Amadeus Personnel wireless internet access in all meeting and work rooms used during the implementation program at City's sites.

2. HIGH LEVEL IMPLEMENTATION

- 2.1 The "High Level Implementation Plan" reflects the parties' common understanding of the Implementation Services timeline as of the Effective Date and may be updated or expanded upon in accordance with Amadeus' standard implementation principles or as otherwise mutually agreed between the parties. The High Level Implementation Plan described below shall be further detailed and refined during the baselining activities. The implementation approach may be modified by mutual agreement if further detailed analysis results in a more appropriate implementation approach.

ABS BIOMETRIC SERVICE IMPLEMENTATION PROJECT PHASES AND PROJECT MILESTONES

Project Initiation Phase (Start of Program)

During the Project Initiation phase, the Amadeus Sales lead and the Delivery lead collaborate to clarify the scope of the project which will be cascaded to the project Team.

M00	Agreement signed & Project Initiated
	The Project Initiation Phase shall begin upon execution of this Agreement. No work on the Service Design Phase will be conducted until this Agreement is

	signed by the parties. Once the Service Design Phase is initiated, the Project Initiation Phase shall be deemed completed by Amadeus.
Service Design Phase The purpose of this phase is to: <ul style="list-style-type: none"> - Verify business requirements with the City - Conduct a site review of the City location/s - Develop the Service Configuration Design to address the City's requirements as agreed - Define and agree a plan for City Site Acceptance Testing - Define and agree the City Support Plan for the operational services - Define and agree the Project Plan and Project Schedule - Define and agree to a Training Schedule and Plan 	
M01	Service Design and Documentation Agreed
	This milestone marks the formal review and acceptance by City of the Biometric Service Configuration Design and the Bill of Quantities. No hardware procurement orders will be placed with suppliers until this milestone is reached.
Service Configuration Phase The Service Configuration Phase commences once the Service Configuration Design has been reviewed and approved by the parties. During this phase: <ul style="list-style-type: none"> - The City's connectivity to Biometric Service is provisioned and tested by Amadeus - The hardware and peripheral devices are ordered from suppliers by Amadeus as may be agreed with City - The Biometric Service platform service components are configured and tested by Amadeus - The configuration is defined and tested on the devices specified in this Agreement. The testing will take place as reasonably determined by Amadeus in consultation with City. - The Biometric Service node table for the City is defined by Amadeus and will be agreed and signed off by the City - Service Validation Testing is conducted by Amadeus and the City to ensure all specific requirements as agreed have been addressed and approved This phase concludes once the Service Validation Testing is completed by Amadeus and agreed by the City.	
M02	Service Configuration Completed
	This milestone marks the completion of the Biometric Service Validation Testing conducted by Amadeus (with the active participation of City) within a local on-location Test Lab as agreed between the parties, of the configured Biometric Services on the hardware that is to be used at the City's location. Amadeus staff will not deploy hardware until this milestone is completed.
Installation and Verification Phase Any hardware and peripheral devices required to utilize the Biometric Service should be provided by, delivered to and received prior to the commencement of this phase. This phase entails the deployment of hardware and peripheral devices at the City	

<p>location as agreed in a separate agreement between Amadeus and City, and the conduct of a limited scope Operational Trial to familiarize the City with Biometric Service and provide the platform for City testing and validation of the Biometric Service. This phase concludes with an assessment of the Operational Trial and sign off between City and Amadeus that the objectives of the Operational Trial have been satisfied. Once this is achieved, a decision is made by the City on whether to proceed to the operational Cutover phase.</p>	
M03	<p>Operational Trial Complete, Go Decision Confirmed</p> <p>This milestone is reached at the successful conclusion and evaluation of Operational Readiness Testing. At the conclusion of this testing phase, an assessment of the Biometric Service Operational Trial is conducted by Amadeus and the City to determine the readiness of the Biometric Service and City for Cutover.</p>
M04	<p>City Staff Fully Trained</p> <p>This milestone marks the point when the City has trained sufficient staff to commence the operational Cutover phase. There is typically an ongoing staff training requirement due to new hires and staff leave. However, this milestone represents the point when City has trained the critical mass of City staff and are confident in their use of the Biometric Service.</p>
<p>Operational Cutover Phase During this phase of the project, any remaining hardware is deployed by City and the City commences operations in production using the Biometric Service.</p>	
M05	<p>Infrastructure Fully Deployed</p> <p>This milestone typically occurs within the Installation and Verification Phase and marks the point at which all hardware and peripheral devices have been deployed by City within the City environment in preparation for the operational Cutover phase.</p> <p>Note: This milestone is sometimes moved into the actual operational Cutover phase if there is not sufficient space within the City's location to deploy the new equipment alongside the existing legacy equipment. In such circumstances, an incremental operational Cutover process is used to minimise the operational impact of the introduction of the Biometric Service and the new equipment.</p>
M06	<p>Cutover Completed and System Live</p> <p>This milestone marks the formal end of the operational Cutover phase of the project and the transition to business as usual operations. At this time, the on-site operational assistance provided by Amadeus will be either concluded or reduced significantly as the City has reached a steady state of operations in the use of the Biometric Service.</p>
<p>Post Implementation Phase During the Post Implementation Phase, a post-project review is conducted by Amadeus prior to the formal closure of the project.</p>	

M07	<p>Project Closure (End of Project)</p> <p>This milestone marks the formal closure on the City implementation project with circulation of the post project review by Amadeus.</p>
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3. INDICATIVE IMPLEMENTATION MILESTONE DATES

The parties will agree to applicable milestones for the Implementation Plan.

4. CITY IMPLEMENTATION RESPONSIBILITIES

In addition to the responsibilities identified above, City shall be responsible for the following:

- 4.1 Planning and Preparation Phase: City shall:
 - Provide details of existing passenger processing requirements;
- 4.2 Site Review, Design and Configuration Phase: City shall:
 - Attend the City Project Kick-off Meeting
 - Assist Amadeus to conduct the Site Review
 - Approve the Project Base-line Plan
 - Assist with location Network Connectivity Testing.
- 4.3 Installation and Verification Phase: City shall:
 - Assist Amadeus to install hardware and peripheral devices and conduct the Operational Trial
 - Receive onsite train-the-training training on how to install, configure, maintain and troubleshoot, the hardware and peripheral devices. Facilitate and participate in onsite train-the-trainer activities provided by Amadeus.
 - Facilitate and conduct Operational Readiness Testing with assistance from Amadeus
 - Facilitate and conduct the Operational Trial with participating airlines and assistance from Amadeus
 - Participate in the Operational Trial assessment
- 4.4 Operational Rollout Phase: City shall:
 - Plan and prepare for the operational rollout at the Airport with the assistance of Amadeus
 - Conduct the operational rollout for the Airport with assistance from Amadeus
 - Validate the installation and operation of the Biometric Service on all applicable City devices
 - Participate in weekly evaluations

5. CONFIGURATION PROFILE

Subject to Section 5 (Integration of Airline Applications) of Schedule 2 (Biometric Service), the application virtualization platform will be configured to interface with applicable DCS-Related Applications that directly check-in and board passengers for

the following airlines:

Airline:
Aeromexico
Alaska
Volaris

While Amadeus will use reasonable endeavors to integrate with the above applications, Amadeus does not commit to any specific dates or timeframes for availability.

6. NETWORK CONNECTIVITY

Network connectivity between the Airport and Amadeus cloud services via:

City Airport – ABS Network connectivity
City-provided Internet connectivity

City is responsible for establishing a VPN connection to Amadeus cloud services.

7. AIRPORTS IN SCOPE

At the Amendment Effective Date, Biometric Service hardware and peripheral devices, together with the Biometric Service configured and installed Amadeus receiver software, will be deployed and accessible by the City only at the following Airport:

Airport	Terminal	Country
FAT	Concourse A and Concourse B	USA

8. ABS UNITS

ABS implementation will include implementation of 2 Units plus 1 spare Unit. Each Unit consists of the following hardware:

- 1 x Amadeus Smart Bio Pod
- 1 x Amadeus Smart Bio Pod mount
- 1 x Agent 10” facing screen
- For the 2 implemented Units, also includes millwork mounting hardware (including appropriate connection cables (e.g., HDMI, power)).

SCHEDULE 4 (CUSS DESCRIPTION AND IMPLEMENTATION)

1. CUSS DESCRIPTION

- 1.1 CUSS consists of a Common Launch Application (CLA), which is an application used on the kiosk hardware for the purpose of presenting the Airport's "Welcome Screen" which consists of Airport-specific branding and presents a list of airline logos to allow passengers to select from the range of Amadeus CUSS supported and pre-certified airline CUSS-compliant Check-in Applications as set forth in Section 3 (Configuration Profile) below.
- 1.2 Passengers present themselves at the CUSS kiosk and initiate the check-in process by selecting the airline name on the CUSS kiosk touchscreen with which the passenger is checking in.
- 1.3 The CUSS kiosk then switches from the airline selection screen presented by the Common Launch Application (CLA) to the selected airline's Self-Service Check-In (SSCI) application.
- 1.4 **Out of scope/ Customer responsibilities**

The third-party CUSS applications (Self-Service Check-in (SSCI) applications) that are used in connection with Amadeus CUSS Kiosk Solution are provided by airlines and third parties. Therefore, such applications are out of scope of the Amadeus Services and responsibility.

2. CUSS IMPLMENTATION

The Solution high-level implementation plan described herein shall be further detailed and refined during the baselining activities referred to in Schedule - Implementation Principles. The implementation approach may be modified by mutual agreement between the parties if further detailed analysis results in a more appropriate implementation approach being identified.

Milestone	Target dates (TBD during Kick-off Meeting)	Responsible
(M0) Kickoff Meeting / Start of program	Agreement signature date	Customer & Amadeus
Start of Implementation Project		Customer & Amadeus
Implementation scope sign off		Customer
Specification sign-off		Customer
Baseline Plan sign-off		Customer
(M1) Test Lab phase		Customer & Amadeus
Software		
Network connection		
CUSS device(s) installed		
Integrations		
(M2) Pilot acceptance		Amadeus

Finalized integration between the pilot CUSS to the related systems		
DCS system connections		
(M3) Airport rollout acceptance		Amadeus & Customer
Implementation of the CUSS environment at the Airport		
Cutover		Customer
Training		
(M4) Project final acceptance / End of Program		Amadeus
Finalization of all the tasks of the Form of Requirements		

2. CUSTOMER IMPLEMENTATION RESPONSIBILITIES

In addition to the responsibilities identified above, Customer shall:

2.1 Planning and Preparation Phase:

- 2.1.1 Provide details of existing passenger processing requirements;

2.2 Site Review, Design and Configuration Phase: Customer shall:

- 2.2.1 Attend the Customer Project Kick-off Meeting
- 2.2.2 Assist Amadeus to conduct the Site Review
- 2.2.3 Approve the Project Baseline Plan
- 2.2.4 Assist with location network connectivity testing.

2.3 Installation and Verification Phase: Customer shall:

- 2.3.1 Assist Amadeus to install hardware and peripheral devices at the Airport and to conduct of the Operational Trial
- 2.3.2 Receive onsite train-the-training training provided by Amadeus on how to install, configure, maintain and troubleshoot, the hardware and peripheral devices
- 2.3.3 Install and deploy all hardware and peripheral devices at the remaining Airport locations listed in Section **Error! Reference source not found.** (Airports In Scope) below
- 2.3.4 Assist with the configuration of Customer's local Airport applications
- 2.3.5 Facilitate and conduct operational readiness testing with assistance from Amadeus
- 2.3.6 Facilitate and conduct the operational trial with participating airlines and assistance from Amadeus
- 2.3.7 Participate in the operational trial assessment

3. CONFIGURATION PROFILE

The Solution will be configured to host the following airline applications:

Airline	Airline Provided CUSS-compliant Check-in application
American Airlines	
Alaska Airlines	
United Airlines	
Delta Airlines	
Southwest Airlines	
AeroMexico	

While Amadeus will use reasonable endeavors to enable the availability of the above applications, Amadeus does not commit to any specific dates or timeframes for availability.

The CUSS platform is compliant with IATA CUSS v1.4 (with backwards compatibility for applications running under CUSS version 1.3) using the Windows 10 operating system.

4. NETWORK CONNECTIVITY

4.1 Network connectivity between the Airport and the centrally managed Solution application to be via:

City - Solution Network connectivity
Primary: Amadeus Airport Connection IPSec VPN Service Secondary: Customer-provided Internet connectivity

SCHEDULE 5 ¹
(CHARGES)

City will pay Amadeus the Charges (USD) set out below. Charges and fees herein are based on 2024 rates.

1. ABS - IMPLEMENTATION FEES AND ONGOING SERVICES

Implementation Services	Implementation Fee
<p>ABS Project management from the “Project Initiation Phase” to “Project Closure” milestones including the implementation of 2 ABS units referenced in Section 8 of Schedule 3 (Implementation Services) and ABS project management from the “Project Initiation Phase” to “Project Closure” milestones, and including:</p> <p>a) Project management and related costs; b) Hardware and shipping; c) Deployment services; d) Training services (Train-the-Trainer shall be in English at mutually agreed location); and e) Set up and connection of ABS for City’s airport location prior to Cutover as agreed between the parties.</p>	<p>ABS Project Implementation Fee:</p> <p>\$66,951.49 One-time Fee</p>
Ongoing Services (payable with effect from Cutover)	Ongoing Charges
<p>ABS Yearly Subscription Charge</p> <p>Payment shall start on the first day of the month following Cutover of the respective camera</p>	<p>\$3,274.20 per year (covers the 2 cameras)</p> <p>Charge will escalate by 6% a year.</p>
<p>ABS Yearly platform maintenance, and network services, starting from Cutover</p>	<p>\$7,285.08 per year (covers the 2 cameras)</p>

¹ All Charges stated herein are strictly CONFIDENTIAL.

	Charge will escalate by 6% a year.
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2. **ABS – IMPLEMENTATION FEE PAYMENT SCHEDULE**

City shall pay Amadeus the **ABS Implementation Fee** set forth in Section 1 above for the Implementation Services in three (3) nonrefundable installments as follows:

\$22,317.16 upon Project Initiation with Notice to Proceed (NTP); and
\$22,317.16 upon Operational Trial Completion and Go Decision; and
\$22,317.16 upon Cutover Completed and System Live.

3. **CUSS**

See Fixed Price Quote for CUSS Kiosks dated February 12, 2025 for (1) hardware descriptions, quantity and related pricing, (2) operational pricing for product subscriptions, (3) professional services descriptions, (4) exclusions and (5) related payment terms.

4. **OTHER ONGOING SERVICES**

4.1 Manpower Charges

4.1.1 Manpower charges incurred shall be invoiced monthly in arrears.

4.1.2 For any consultancy, manpower-based support, services, development or efforts not described in this Agreement, City shall be charged on a Time and Materials basis, excluding expenses, e.g., travel, which will be added unless otherwise agreed.

4.1.3 Charges per Man Day are, unless otherwise agreed, USD \$1,464 (Man Day Rate) for 2024. For subsequent years, the Man Day Rate will equal Amadeus' monthly published rates.

4.2 Expenses

4.2.1 Any applicable expenses (as set out in Amadeus' charging principles, which will be provided to City upon request) shall be invoiced monthly in arrears.



CUSS Kiosks

Fresno Yosemite International Airport

Fixed Price Quote



Sent via electronic mail

February 12, 2025

Melissa Perry
Airports Properties Manager
Fresno Yosemite International Airport
melissa.garza-perry@fresno.gov

Reference: 2023_095 CUSS

Dear Ms. Perry,

This Fixed Price Quote (FPQ) has been provided in response to your request to supply 15 CUSS Kiosks at Fresno Yosemite International Airport (FAT).

Amadeus has identified all the necessary hardware, subscription, and professional services costs to successfully complete this request. We sincerely hope this proposal meets your satisfaction.

Thank you in advance for contacting me if you have any questions or would like to discuss this FPQ in further detail.

Best regards,

Amadeus Airport IT Americas, Inc.

Victoria Garmy

Sales Manager

cc: Chris Keller



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Appendix A12

Document control				
Security level	Confidential			
Company	Amadeus Airport IT Americas, Inc.			
Department	Sales			
Author	Garry Harvie			
Reviewed by	Victoria Garmy	Date	February 12, 2025	
Approved by	Victoria Garmy	Date	February 12, 2025	
Version	Date	Change	Comment	By
1	February 12, 2025	Initial commit		Garry Harvie



Scope of Work

The solution for Kiosks at Fresno Yosemite International Airport consists of the following components.

- Hardware:**

Hardware for 40 Biometric Exits at 40 gates plus 10% spares. For the mounting hardware we provide 5% spares.

 - Qty. 9** NGK-Plus Kiosks Configured with
 - Boarding Pass Reader
 - Boarding Pass Printer
 - Linerless Bag Tag Printer
 - ADA Compliant Disability Touch Pad & Hearing Loop
 - Mag Stripe Reader
 - UPS
 - Base Plate and Glue anchor kit
 - Qty. 6** NGK-Plus Kiosks Configured with
 - Boarding Pass Reader
 - Boarding Pass Printer
 - Linerless Bag Tag RFID Printer
 - ADA Compliant Disability Touch Pad & Hearing Loop
 - Mag Stripe Reader
 - UPS
 - Base Plate and Glue anchor kit
 - Qty. 1** Spare Parts kit
- Professional Services:**

Services required for the deployment and implementation of the hardware and software.

 - Project Management
 - Installation and Commissioning both cloud and on-site
 - Setting up Agent Portal
 - Setting up Reporting
 - Setting up the 2nd and 3rd level support system

The Airlines in scope are the following 6 airlines:

AA	American Airlines	AM	AeroMexico
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AS	Air Alaska	DL	Delta Air Lines
UA	United Airlines	WN	Southwest Airlines

All these airlines have CUSS applications.

- **Qty. 15 Product Support and Maintenance Subscriptions:** Annual charges for Levels 2 and 3 support based on a 5 year contract

The approximate hardware delivery time is 15 to 20 weeks.

Exclusions

The following outlines what is not included in the scope of work, is already existing, or will be quoted separately.

- **Infrastructure:**
 - Airport will provide and/or make necessary adjustments to millwork.
 - Airport will provide all LAN network components.
 - Airport will provide power and network data connections for devices, both passive and active.
- **Internet Links**
 - Airport will provide ISP Internet links.
- **Consumables:**
 - Airport will provide consumables (i.e., paper stock, print heads, etc.).
- **VPN Access:**
 - Airport will provide remote VPN access for Amadeus implementation and support staff.
- **Installation:**
 - Access to installation locations will be provided by Airport via escort or badging.
- **Level 1 Support:**
 - Level 1 support services will be done by the current Amadeus On-site team.
 - Hardware device maintenance and replacement.
 - Hardware RMAs.
 - Onsite troubleshooting for hardware issues.
- **CUSS Kiosks:**



- Airlines require a CUSS application for the CUSS Kiosks.
 - Airport is responsible for establishing airline CUSS connections locally.
 - The airport must provide Amadeus with access to the network no later than three weeks before the implementation of the CUSS Kiosks
- **Civil Works:**
 - All hoarding, floor preparation, demolition, disposal, finishing and other related civil works are not within the scope of this project.



Terms and Conditions

Legal Effect of the Proposal

This proposal is subject to preparation of a contract change.

All information contained herein is accurate to the best of our knowledge and is based on certain assumptions made by Amadeus and based on the information provided by Fresno Yosemite International Airport, or in relation to the Fixed Price Quote (hereinafter referred to as the "FPQ"). Any change to the underlying information or to the assumptions or dependencies mentioned in this proposal may result in a change to the content of this Proposal and/or solution described herein.

This document contains information which is provided to Fresno Yosemite International Airport in response to the request for a quote to replace biometric equipment. If accepted by Fresno Yosemite International Airport this document will constitute a contractual acceptance of the statement of work and pricing provided in this Proposal.

All descriptive and graphical representations of architectures and interfaces are representative samples of products that Amadeus may at its discretion choose to continuously develop. Such product samples may be amended and altered by Amadeus in its discretion based on technological advancements in the market, clients' requirements, and evolving product features.

Warranty

Whilst reasonable care has been taken to ensure that the information in this document is accurate, Amadeus assumes no responsibility for any inaccuracies or errors that may be contained herein. Amadeus shall not be held responsible for any loss or damage (direct or otherwise) caused by errors, omissions, misprints, misinterpretation of or reliance on the information in this Proposal, even if advised of the possibility of such damages. This Proposal is provided "as is". Except for any implied warranties or terms that cannot be excluded by law, Amadeus makes no representations, covenants, conditions, or warranties, whether express or implied, including any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose, non-infringement, accuracy, availability, or error or bug-free or uninterrupted operation.



Intellectual Property

Any Amadeus intellectual property or other information contained in this Proposal or relating to the products or services described herein shall remain the sole and exclusive property of Amadeus or its licensees, as applicable. Nothing herein shall constitute a license, transfer, or other grant of any rights in or to the information or intellectual property contained or referenced herein. Any products, services or company names that may be referred to in this Proposal that are trademarks are herewith acknowledged.

Patent Information

As a technology leader in the field, Amadeus takes innovation seriously. Some of the technology featured in this tender may be covered by Amadeus' worldwide patents or other intellectual property. Please visit <https://amadeus.com/en/policies/patents> for more information. If you have questions, please feel free to contact us.

Confidentiality

This Proposal, including all information contained herein and any attached or related documents, is strictly confidential and proprietary information of Amadeus and its respective affiliates, subsidiaries, members, vendors and/or suppliers and is provided to Fresno Yosemite International Airport in response to the request for the sole and exclusive purpose of enabling your company to assess its potential business relationship with Amadeus and to evaluate this Proposal.

The acceptance and review by of Fresno Yosemite International Airport Proposal constitutes the agreement of Fresno Yosemite International Airport to keep this Proposal and all information and all attached and related documents it contains confidential.

Fresno Yosemite International Airport acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and Fresno Yosemite International Airport undertakes not to use any Confidential Information for any unlawful purpose. Fresno Yosemite International Airport is expressly advised that Amadeus is a company whose shares are admitted to trading on a regulated market in Spain and that all or part of the Confidential Information constitutes or may constitute insider information, according to the terms of article 81 of the Spanish Securities Market Act.



Validity

All prices and charges quoted in this Proposal are based on 2024 prices. All indicative pricing presented in this Proposal is exclusive of any applicable taxes (including indirect taxes and withholding taxes if applicable).

The Proposal shall remain valid for a period of 60 days from the “Last update” date of this Proposal.

Amadeus reserves the right to void orders in the event of pricing inaccuracies or other errors.

Mobilization

Amadeus will make commercially reasonable efforts to mobilize on this effort within **45** days of receipt of a signed purchase order factoring in staff availability.

Payment

Amadeus will order hardware and schedule work upon receipt of a Purchase Order from ATL.

*Hardware lead time is 14-20 weeks after receipt of a Purchase Order. If anything affects lead times after you have placed your order, we will notify you. Any returned, unopened hardware may be subject to a restocking fee.

Standard Payment Terms: Amadeus will invoice ATL upon completion of the work – All specified payments are due Net-30 days and payable in USD.

Standard Payment Terms: Amadeus will invoice based on three (3) progress payments during the following phases of this Project: One-third (1/3rd) Project Activation payment with Notice to Proceed (NTP), one-third (1/3rd) System Installation payment upon physical installation of the specified hardware and the final one-third (1/3rd) System Activation payment. Hardware to be billed separately upon receipt. All specified payments are due Net-30 days and payable in USD.

***Please note that currently, hardware orders are experiencing delays due to manufacturing and shipping issues. If your purchase is time sensitive, please contact us for current delivery timeframes.**



Pricing

Purchase orders should be sent to DG-ORL-Purchasing@amadeus.com.

Project Pricing

Item	Description	Qty.	Unit	Unit Sell Price	Total Sell Price
HARDWARE					
1	NGK-Plus Kiosks Configured with: <ul style="list-style-type: none">Boarding Pass ReaderBoarding Pass PrinterLinerless Bag Tag PrinterADA Compliant Disability Touch Pad & Hearing LoopMag Stripe ReaderUPSBase Plate and Glue Anchor kit	9	EA	\$10,649.421	\$95,844.69
2	NGK-Plus Kiosks Configured with: <ul style="list-style-type: none">Boarding Pass ReaderBoarding Pass PrinterLinerless Bag Tag Printer – RFIDADA Compliant Disability Touch Pad & Hearing LoopMag Stripe ReaderUPSBase Plate and Glue Anchor kit	6	EA	\$10,909.24	\$65,455.44
3	Spare Parts Kit	1	EA	\$8,282.45	\$8,282.45
HARDWARE SUBTOTAL					\$169,582.58



Item	Description	Qty.	Unit	Unit Sell Price	Total Sell Price
PROFESSIONAL SERVICES					
4	Project Management	1	LOT	\$28,352.41	\$28,352.41
5	Implementation	1	LOT	\$41,468.40	\$41,468.40
PROFESSIONAL SERVICES SUBTOTAL					\$69,820.81
ADMINISTRATION					
6	Freight and Shipping	1	LOT	\$16,958.26	\$16,958.26
ADMINISTRATION SUBTOTAL					\$16,958.26
TOTAL					\$256,361.65

Operational Pricing

Annual pricing based on a 5-year contract.

PRODUCT SUBSCRIPTION					
1	Product Subscription per Year	15	EA	\$3,405.59	\$51,083.88
ADMINISTRATION SUBTOTAL					\$51,083.88
1 YEAR PRODUCT SUBSCRIPTION TOTAL					\$51,083.88



Appendix A

Amadeus NGK-PLUS Kiosk Features



Note: Not all features are included in the budgetary estimate.

SCHEDULE 6 SERVICE DELIVERY MODEL (ABS AND CUSS)

1. SERVICES IN SCOPE/OUT OF SCOPE

- 1.1 The following list represents the out-of-scope services and in-scope services provided to City in connection with the ABS:

Amadeus Service	In/Out of Scope / Comments
Implementation Services	In scope as referenced in Schedule 3 (Implementation Services) of this Agreement
Help-Desk Services	
<ul style="list-style-type: none"> End-User Help Desk Services 1st Level Support 	<p>Out of scope.</p> <p>With regard to ABS, 1st level support is City's responsibility and is subject to Section 3.2.11 of the main body of this Amendment</p>
<ul style="list-style-type: none"> Amadeus Help Desk Services 2nd and 3rd Level Support 	In-scope
Incident & Problem Management	
ABS - Application Virtualisation Platform:	
<ul style="list-style-type: none"> Hardware Support 	As per Schedule 7
<ul style="list-style-type: none"> Capacity Management 	In-scope
<ul style="list-style-type: none"> IT Service Continuity 	In-scope
<ul style="list-style-type: none"> Application Maintenance and Support 	In-scope
<ul style="list-style-type: none"> Platform Management 	In-scope
<ul style="list-style-type: none"> Production Environment 	In-scope
<ul style="list-style-type: none"> Test Environment 	In-scope
<ul style="list-style-type: none"> Training Environment 	Out of Scope

Amadeus Service	In/Out of Scope / Comments
<i>Network Services</i>	
<ul style="list-style-type: none"> Point Of Demarcation 	Amadeus Data Centre
<ul style="list-style-type: none"> Amadeus Airport Connection IPSec VPN / Airport Link Internet VPN 	In-scope (Half Managed)
<ul style="list-style-type: none"> Other Network Service 	Out of scope
<i>Millwork (including modifications work), cabling</i>	Out of scope
<i>Field Support Services</i>	Out of scope
<i>Site Infrastructure Services</i>	Out of scope
<i>Third-Party Supplier Management cooperation with Third Parties</i>	<p>In scope with respect to hardware as per Schedule 6</p> <p>Out of scope with respect to the network components referenced in Section 2.1 below.</p>
<i>Termination Assistance Services</i>	Out of scope
<i>Any other service not expressly identified herein</i>	Out of scope

2. SITE INFRASTRUCTURE SERVICES

- 2.1 The following list represents components (as part of the Configuration Profile) required for the provision/use of ABS. City shall procure and maintain the same at City's cost.

NETWORK
LAN Infrastructure LAN infrastructure, including suitable cabling, power points, LAN points, VLANs etc. in the Airport
Wi-Fi Infrastructure Wireless infrastructure, including access control, security and availability
WAN Network Connectivity from City location to Amadeus data centre

Wide area network connectivity as per the solution implemented

3. AIRPORTS IN SCOPE

At the Effective Date of this Agreement, ABS hardware and peripheral devices as agreed between the parties, together with ABS and CUSS, will be deployed and accessible by the City only at the Airport.

SCHEDULE 7 EQUIPMENT TERMS AND CONDITIONS

I. GENERALLY

1. Amadeus will provide City with the Equipment agreed under this Amendment and as otherwise agreed in a subsequent Order. City shall only use Equipment provided or certified by Amadeus unless otherwise agreed in writing. City shall pay the costs of any necessary firmware and operating system updates and upgrades and certification in connection with the Amadeus certification process for any equipment not provided by Amadeus. Further, City understands that if it uses equipment not provided or certified by Amadeus Amadeus shall not be responsible for any failure to perform to contracted standards to the extent that such failure is attributable to such equipment.
1. City may place further Orders for Equipment by issuing an Order Form to Amadeus. An Order for Equipment is not binding until the Order Form becomes binding in accordance with its terms, or Amadeus places the Equipment order with the relevant supplier, whichever occurs earlier. All Equipment Orders are subject to the terms and conditions of this Amendment.
3. Prior to implementation of the Equipment, Amadeus may, upon notice to the City, change the type and quantity of the Equipment as may be required to comply with law or, as Amadeus deems necessary to better suit City's needs, so long as such changes do not materially affect the Equipment's quality or performance. If such change results in an additional cost to City, the changed Equipment shall be subject to approval by City (which City may approve or withhold at its discretion), and the changes shall be agreed in accordance with the change processes maintained by Amadeus.
4. Amadeus reserves the right to modify, update or replace the Equipment (for example enhancements to hardware or software included with the Equipment). In order to maintain the most recent functionalities, the Equipment (and/or software included with the Equipment) set out in the Schedule(s) and/or any Order may be subject to upgrades or replacements as released or required by Amadeus or the relevant supplier/manufacturer from time to time. Support for the previous versions or models may no longer be available. City will not be charged for any modifications or replacements of Equipment during the Initial Term or term of the Manufacturer's warranty. Replacements will be charged for subsequent Renewal Years unless otherwise agreed by both parties.

II. DELIVERY AND ACCEPTANCE

1. All deliveries of the Equipment shall be made to the Location unless otherwise agreed between the Parties. 'Delivery' shall exclude offloading the Equipment.
2. Amadeus shall have no liability for any failure in delivering the Equipment to the extent that such failure is caused by the City's failure to:
 - a. supply all information reasonably required for delivery of the Equipment; and/or
 - b. comply with its obligations under the Agreement; and/or
 - c. if Amadeus is prevented from carrying out delivery or installation because the delivery location has not been prepared in accordance with Amadeus' instructions.

3. Upon receipt of the Equipment, City shall inspect the delivered Equipment without undue delay and shall notify Amadeus within five (5) Working Days, if:
 - a. the quantity delivered is not in accordance with this Amendment; or
 - b. the Equipment delivered is not in conformity with the terms of this Amendment;
 - c. the Equipment is in a damaged condition at the time of delivery (including Equipment damaged in transit to the Location, if Amadeus is responsible for carriage),in which case, Amadeus will use reasonable endeavors to ensure that the Equipment in question complies. Any remedy of the City under this Section 3 shall be limited, at the option of Amadeus, to the replacement or repair of any Equipment. The Equipment will be deemed accepted if City does not notify Amadeus in accordance with this Section 3.
4. If City requests a change in the agreed delivery date, it shall pay Amadeus's related costs and expenses associated with a change in such a date (e.g., storage and insurance costs.)
5. To facilitate delivery, the City shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery to be carried out safely and expeditiously. If Amadeus is prevented from conducting delivery on the specified date because no such preparation has been conducted, City will be responsible for any reasonable costs incurred by Amadeus to address the situation.

III. OPERATING MANUALS

Amadeus shall provide City with Operating Manuals containing sufficient information for the operation of the Equipment by a reasonably competent and trained person.

IV. LIABILITY

The aggregate liability of a party arising out of defects in the Equipment shall not exceed the Charges paid for the applicable Equipment.

V. EQUIPMENT WARRANTY AND SUPPORT AND RETURNS

1. Amadeus will assign to City the benefit of any warranties and guarantees given by the relevant Third-Party manufacturer in relation to the Equipment to the extent that it is legally and contractually able to do so. City will comply with the terms and conditions of any such passed-through warranties.
2. In the event that the City wishes to make a defect claim in respect of the Equipment, then the following procedure shall apply.
 - a. City shall, in order to preserve the Amadeus Product environment, will coordinate with Amadeus any local maintenance efforts that should be undertaken by City. Any such efforts will be done at City's cost, in relation to the Equipment. If the matter persists following such maintenance efforts, then Section 2.b and Section 2.c below shall apply.
 - b. If the claim relates to Equipment that is covered by the manufacturer's warranty referred to in the Schedule(s), then City agrees to have direct recourse to the manufacturer or their authorized representative in respect of such claim. In cases where Amadeus provides the local on-site support to City in respect of the relevant

Equipment, then Amadeus or its authorized representative shall be responsible for contacting the manufacturer or its authorized representative in respect of such claim.

- c. If the claim relates to Equipment that is not covered by manufacturer's warranty referred to in the Schedule(s), or such warranties have expired, or the claim relates to Equipment that is covered by the manufacturer's warranties to Amadeus but the claim falls outside the warranty terms of the manufacturer, Amadeus may agree to repair or replace the Equipment at its sole option provided that the City shall pay Amadeus' additional charges in connection with such repair or replacement.
- d. In each of the cases set out above in respect of any Equipment claims, City acknowledges and agrees that Amadeus is absolved of any liability (except as otherwise stated in Section IV above) to the City, for any loss, damage or expense suffered by City, in respect of claims of defective Equipment.
- e. If it is necessary according to manufacturer's capabilities to return the Equipment to the designated manufacturer's office for repair or replacement, City will coordinate this effort with Amadeus and, as directed by Amadeus:
 - (i) City will coordinate at City's cost with a courier to have the Equipment delivered to the designated manufacturer's office.
 - (ii) City is responsible for packing such Equipment according to the standards necessary to prevent damage to the Equipment in transit;
 - (iii) City will bear all the costs and risk (including delivery costs and any associated Taxes) for return of the Equipment to the designated manufacturer's office and, where the applicable defect is within warranty, the designated manufacturer will bear the costs and risk of return of the Equipment, provided that such Equipment is returned to City's original address of dispatch.

VI. SERVICE AND MAINTENANCE/DEPENDENCIES

1. The Equipment is subject to the relevant manufacturer's warranty and support terms which will be made available to City. City will comply with such terms.
2. If a problem arises with respect to the Equipment that is not a basic power or network connectivity issue, then the City Help-Desk must report the Incident to the Amadeus Help-Desk for resolution. City will cooperate in good faith with Amadeus as may be requested by Amadeus to identify and resolve the Incident.
3. City staff will be responsible for removal and disposal of all Equipment at end of life.
4. Amadeus is not responsible for any failure with respect to Equipment to the extent that such failure is attributable to factors due to improper use of the Equipment, unapproved combinations of the Equipment with items not certified by Amadeus.
5. City shall attend any Amadeus training on support and maintenance of the Equipment. The training will be provided in accordance with Amadeus standard training policies and as mutually agreed with the City. City will ensure personnel with adequate technical skills will attend the training within the agreed time. Thereafter, City staff will be responsible for training operational staff in the use of Equipment.

6. Certain third-party software may be included with the Equipment (e.g. Windows, SOTI), which will be governed by the then applicable end user license agreement. City is responsible for complying with the terms of the end user license agreement. Amadeus is not responsible for updates of and/or use of such third-party software.
7. Desks and power connectivity and consumables (including operational consumables, such as replacement batteries, and printer stock, and technical consumables such as printer heads) shall be provided by City. Amadeus can provide a quotation for any consumables upon request.

VII. TITLE AND RISK OF EQUIPMENT

1. Title to each item of Equipment shall pass to City on the later of completion of delivery including off-loading at the designated location, or payment of all Charges to Amadeus.
2. The Equipment shall be at the risk of Amadeus until delivery to the City at the designated location. Amadeus shall off-load the Equipment at the City's risk.
3. Until title of the Equipment has passed to the City, the City shall:
 - a. hold the Equipment on a fiduciary basis as Amadeus' bailee;
 - b. store the Equipment (at no cost to Amadeus) in satisfactory conditions and separately from all the City's other equipment or that of a Third-Party, so that it remains readily identifiable as Amadeus's property;
 - c. not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
 - d. keep the Equipment insured on Amadeus behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of Amadeus, ensure that Amadeus's interest in the Equipment is noted on the policy, and hold the proceeds of such insurance on trust for Amadeus.