

A #23-0959-N
Title: Common Use Passenger Processing Systems

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AGREEMENT

23-0959-N

Common Use Passenger Processing Systems

This Agreement (the “agreement” or “contract”), 23-0959-N Common Use Passenger Processing Systems, is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and Amadeus Airport IT Americas, Inc. whose primary address is 501 W Church St Ste 300, Orlando, FL 32805 (hereinafter “CONTRACTOR” or “Custodian”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. EXHIBIT 1 - Pinellas County Standard Terms & Conditions
 - c. EXHIBIT 2 - Insurance Requirements
 - d. EXHIBIT 3 - Scope of Work / Specifications/ Pricing
 - e. EXHIBIT 4 - Additional Contract Terms
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 60 months from the Effective Date (hereinafter the “Contract Term”). At the end of the initial term, the Agreement may be extended for one (1), additional sixty (60) month term, or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

1. County expenditures under the Agreement will not exceed \$694,155.78 for the sixty (60) month contract term or exceed an annual expenditure of \$250,000.00 in any fiscal year without a written amendment to this Agreement.

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D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties in respect of their subject matter and supersede and extinguish all prior contemporaneous proposals, understandings, agreements, or representations, whether oral or written with respect to the subject matter thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: Amadeus Airport IT Americas, Inc.

Signature: 

Print Name and Title: Chris Keller - Vice President

Date: March 21, 2024

For County:

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM

By: Amanda S. Coffey
Office of the County Attorney

PINELLAS COUNTY STANDARD TERMS & CONDITIONS GOODS & SERVICES AGREEMENTS

As amended for Agreement_23-0959-N

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1. DEFINITIONS

- A. "Agreement"** means the agreement CONTRACTOR is entering into with Pinellas County, including all documents and exhibits which are expressly incorporated by reference, and any amendments thereto, regardless of the title of the primary agreement document. The term "Agreement" may be used interchangeably with the terms "Contract."
- B. "Affiliate"** 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.
- C. "Authorized Users"** means those authorized under the Agreement to use the CONTRACTOR's products and services covered by the Agreement.
- D. "Change Control Procedure"** means the procedure for agreeing to Changes as set out in Section 9. B.
- E. "CONTRACTOR"** means the entity entering into an agreement with Pinellas County, and may be used interchangeably with the term's "bidder", "respondent", "contractor", "vendor", "submitter", or "proposer" in relation to any solicitation for goods or services.
- F. "CONTRACTOR 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 CONTRACTOR and its Affiliates.
- G. "Confidential Records" and "Confidential Information"** means any information of any Party that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes *and* is designated in writing as a trade secret by CONTRACTOR (unless otherwise determined to be a non-confidential public record by applicable Florida law). Subject to Florida law, Confidential Information includes but is not limited to:
- 1) any software or components provided by either Party for the purposes of receiving the Services;
 - 2) 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
 - 3) any pricing, strategic plan, account information, client lists, research information, trade secrets, financial/accounting information, human resources and personnel information, internal or external audits.

Notwithstanding the foregoing, Confidential Information does not include information that:

- H.** (i) becomes public other than as a result of a disclosure in breach of the Agreement; (ii) becomes available to the Party on a non-confidential basis from a third-party source which is not prohibited from disclosing such information; (iii) is known by the Party prior to its receipt from the other Party without any obligation or confidentiality with respect thereto; or (iv) is developed by the Party independently of any disclosures made in relation to the Agreement. **"CONTRACTOR Personnel"** means all employees of CONTRACTOR, and all employees of subcontractors of CONTRACTOR, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- I. "County" or "Pinellas County"** means Pinellas County, a governmental agency and subdivision of the State of Florida.
- J. "Infringement Claim"** means as defined in Section 6.A herein.
- K. "Parties"** means Pinellas County and any CONTRACTOR(s) entering into an Agreement.

- L. **“Products”** means any products or goods provided pursuant to an Agreement, and may be used interchangeably with the terms **“Materials”** or **“Goods”**.
- M. **“Services”** means the work, duties and obligations to be carried out and performed by CONTRACTOR under the Agreement. Services include any component task, subtask, service, or function inherent, necessary, or a customarily part of the Services contracted for but not specifically described in the Agreement, and include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in the Agreement.

2. ACCEPTANCE OF DELIVERABLES

For all deliverables under the Agreement that require formal acceptance by the COUNTY, the COUNTY will have 10 calendar days to review the deliverable(s) after receipt or completion of same by CONTRACTOR, and either accept or reject the deliverable(s) by written notice specifying any required changes, deficiencies, and/or additions necessary. CONTRACTOR will then use its reasonable commercial efforts to revise the deliverables within 7 calendar days to resubmit and/or complete the deliverable(s) for review and approval by the COUNTY, which will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that CONTRACTOR will not be responsible for any delays in the overall project schedule that result from the COUNTY's failure to timely approve or reject deliverable(s) as provided herein. The County will acknowledge final acceptance of the deliverable(s) in writing.

3. COMPLIANCE WITH APPLICABLE LAWS

A. Compliance with Laws, Generally

The CONTRACTOR will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to CONTRACTOR in the conduct of its business and all Products and Services furnished, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for immediate contract termination. In the event of any change in Law imposes a material burden upon either Party then, upon the burdened Party's request, the Parties will discuss in good faith a way forward to address the material burden. If the Parties cannot agree how to address such material burden, then the burdened Party may terminate this Agreement upon notice, said termination to be effective no later than the date that the change in the Law comes into effect unless otherwise agreed by the Parties.

B. Convicted Vendors

The CONTRACTOR warrants that neither it nor any Affiliate is currently on the convicted Vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The CONTRACTOR will immediately notify the COUNTY in writing if its ability to perform is compromised in any manner during the term of the Agreement.

C. Discrimination & Discriminatory Vendors

In the performance of the Services, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, religion, gender, sexual orientation, gender-related identity, age, national origin, or disability.

As required by Section 287.134, Florida Statutes, an entity or Affiliate that has been placed on the discriminatory CONTRACTOR list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

D. Public Entities Crimes

CONTRACTOR is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to COUNTY that CONTRACTOR is qualified to transact business with public entities in Florida, and to enter into and fully perform the Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Agreement.

4. Conflict Of Interest

The CONTRACTOR represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest will be employed by CONTRACTOR during the Agreement Term and any extensions.

The CONTRACTOR must promptly notify the COUNTY in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the CONTRACTOR is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion from CONTRACTOR's legal counsel, at CONTRACTOR's sole expense, as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

5. Force Majeure

Neither Party is responsible for its failure to perform any obligations under the Agreement, including any delay resulting from its failure to perform, to the extent the nonperformance or delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, pandemics, criminal actions, or other similar cause wholly beyond the Party's control. In case of any delay the CONTRACTOR believes is excusable under this provision, the CONTRACTOR will notify the COUNTY in writing of the delay or potential delay and describe the cause of the delay either: 1) within a reasonable period of time (using commercially reasonable efforts to provide at least (10) days' notice) after the cause that creates or will create the delay first arose, if the CONTRACTOR could not reasonably foresee that a delay could occur as a result; or, 2) if delay is not reasonably foreseeable, within a reasonable period of time (using commercially reasonable efforts to provide at least five (5) notice days after the date the CONTRACTOR first had reason to believe that a delay was likely. THE FOREGOING CONSTITUTES THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy.

No claim for damages, other than for an extension of time, will be asserted against a party for performances excused due to force majeure as described herein, including the CONTRACTOR will not be entitled to an increase in the Contract price or payment of any kind from the COUNTY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever caused by force majeure as described herein. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the CONTRACTOR will perform at no increased cost. Notwithstanding the above, if the COUNTY determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the COUNTY, the COUNTY may accept allocated performance or deliveries from the CONTRACTOR, provided that the COUNTY may replace all or part of the Products or Services that are subject of the delay, which purchases may be deducted from the Agreement quantity; or may terminate the Agreement in whole or in part.

6. Indemnification And Liability

A. Indemnification

- i. Generally. CONTRACTOR agrees to indemnify, pay the cost of defense, including reasonable attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages arising out of Third Party Claims, including reasonable attorney's fees incurred by the COUNTY, of any character brought on account of (i) personal injury or physical property damage received or sustained by any person, persons, or physical property or (ii) on account of CONTRACTOR's breach or negligence under the Workers' Compensation Law; or (iii) arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon (an "Infringement Claim"); or (iv) for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA"), except to the extent such injury, damage, or violation was caused by the negligence of the COUNTY,(collectively "Indemnification Claims"). The County is responsible for its own negligence and that of its employees and agents, subject to any limitations on liability established by law, including the provisions of Fla. Stat. 768.28. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability by the County under the doctrine of sovereign immunity or Fla. Stat. 768.28."
- ii. Infringement Claims.
 1. CONTRACTOR shall have no liability for Infringement Claims to the extent that such claim arises as a result of:
 - 1.1. modifications made by COUNTY, its agents or its sub-contractors;
 - 1.2. the COUNTY's combination of the CONTRACTOR's services, work product, software or materials with items not provided for under by CONTRACTOR under the Agreement;
 - 1.3. a failure of COUNTY to use corrections or modifications provided by the CONTRACTOR offering equivalent features and functionality (except where the correction or modification provided by CONTRACTOR does not relate to such failure); or
 - 1.4. modifications made on COUNTY's request.

2. As a part or full alternative to indemnifying for Infringement Claims, CONTRACTOR may, in its sole discretion, perform one or more of the following:

- 2.1 obtain for COUNTY the right to continue using any infringing items; or
- 2.2 modify the item in question so that it is no longer infringing; or
- 2.3 replace such item(s) with a non-infringing replacement item without loss of material functionality; or
- 2.4 if, having taken the action referred to in one or more of 2.1, 2.2 or 2.3 immediately above, the infringement has not been brought to an end, cease to provide the affected infringing services or deliverables (or require the COUNTY to cease such use), and if this has a material adverse impact on the services or materials provided, CONTRACTOR will pay a refund to COUNTY,

B. Section 6.A. is the CONTRACTOR's sole obligation and liability in respect of Claims by Third Parties relating to infringement of their IPR.

C. Liability

- i. Neither the COUNTY nor CONTRACTOR will make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the COUNTY nor CONTRACTOR will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The COUNTY will have no liability or obligation for any damages to any person or property that County has not caused and are caused directly or indirectly arising out of the operation by CONTRACTOR of its business, whether caused by CONTRACTOR's negligence or willful action or failure to act.
- ii. Limitation of Liability.
 1. Subject to paragraphs 2, 3 and 5, of this Section C(ii) , the aggregate liability of each Party and its Affiliates collectively to the other Party and its Affiliates (and, in the case of COUNTY, its Authorized Users) collectively whether arising from contract, tort (including negligence), breach of statutory duty, contribution, or otherwise, and regardless of the form of the action or the theory of recovery, for all Claims asserted in respect of Losses under or in connection with the Agreement shall not exceed \$1,000,000.
 2. Neither Party (nor its Affiliates) shall be liable to the other Party (or to its Affiliates or, where COUNTY is the other Party, to Authorized Users) for the following loss and damage (including costs and expenses relating to or arising out of such loss and damage) whether arising from contract, tort (including negligence), breach of statutory duty, contribution, or otherwise:

- 2.1 indirect loss, incidental loss, collateral loss or consequential loss;
- 2.2 exemplary, punitive or special damages;
- 2.3 lost revenue, profits, contracts business;
- 2.4 lost anticipated savings;
- 2.5 lost goodwill or reputation;
- 2.6 accidental loss, destruction of, or damage to, CONTRACTOR Data or COUNTY Data (as the case may be),

even if such Party (or its Affiliates) has been advised of the possibility of such damages or loss.

3. Neither Party (nor its Affiliates) excludes or limits its liability to the other Party (or to its Affiliates or, where COUNTY is the other Party, to Authorized Users) except as provided by Governing Law in respect of Losses arising in respect of:

3.1 fraud;

3.2 death or bodily injury caused by negligence;

3.3 any liability which by Law cannot be excluded or limited;

3.4 failure of COUNTY to pay any Charges or interest payment that is due and owing to CONTRACTOR under the Agreement;

4. Subject to paragraph 3 of this Section immediately above, all indemnities and liability shall be limited under the Liability Cap except for indemnities (a) for Infringement Claims, and (c) breach of paragraph 6 of this Section below.
5. If a Party suffers Losses in respect of which the other Party is liable, (including pursuant to any obligation to indemnify under the Agreement), the Party suffering the Losses must use reasonable efforts to mitigate its loss, cost or expense it incurs in relation to any claim or other action (including under an indemnity) which would otherwise be recoverable pursuant to this Agreement from the other Party.
6. At the request of either Party (the "First Party"), the other Party (the "Second Party") shall, and shall procure that its Affiliates (and, in the case of COUNTY, the Authorized Users) will, execute all deeds and documents in favor of the First Party and its Affiliates to enable each of them to enforce the limitations and exclusions in the Agreement against the Second Party and its Affiliates (and, in the case of COUNTY, the Authorized Users) directly.

7. INSURANCE & CONDITIONS PRECEDENT

The Parties' rights and obligations under the Agreement are contingent upon and subject to the CONTRACTOR securing and/or providing any performance security or insurance coverage(s) required by the Agreement within 10 days of the Effective Date, unless another date is expressly designated. No services will be performed by the CONTRACTOR and the COUNTY will not incur any obligations of any type until CONTRACTOR satisfies these conditions. Unless waived in writing by the COUNTY, in the event the CONTRACTOR fails to satisfy the conditions precedent within the time required, the Agreement will be deemed not to have been entered into and will be null and void.

8. INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be developed as a result of the Agreement. However, any intellectual property developed by the CONTRACTOR as a result of the Agreement will belong to and be the sole property of the CONTRACTOR, except as otherwise agreed by the Parties in writing; provided that in no event will COUNTY's rights pursuant to this Agreement include rights to any preexisting Intellectual Property used, developed and refined by the CONTRACTOR and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of this Agreement.

9. MISCELLANEOUS

A. Advertising

Subject to Chapter 119, Florida Statutes, the CONTRACTOR will not publicly disseminate any information concerning the Agreement without prior written approval from the COUNTY, including, but not limited to mentioning the Agreement in a press release or other promotional material, either in print or electronically, to any entity that is not a party to Agreement.

B. Amendment and Change Control Procedure

- i. Generally. The Agreement may be amended by mutual written agreement of the Parties.
- ii. Change Control Procedure. Either Party may originate an amendment to the Agreement request and/or modifications to the Services (a "Change"). Where either Party originates a Change, CONTRACTOR shall provide COUNTY the details of any material impact the Change may have.

For clarification, regular changes or Modifications (e.g., tuning, configuration management, upgrades/changes, decommissioning of features, and capacity management) that CONTRACTOR makes to the Services shall not be subject to the Change Control Procedure unless such changes result in an adverse material alteration or degradation to same.

C. Assignment

Each party ("Assignor") may assign the Agreement to: (a) its Affiliate for corporate reorganization purposes; or (b) an entity which acquires Control of the Assignor, into which the Assignor is merged or which acquires the assets of the Assignor (each of the parties referred to in (a) and (b) shall be referred to as the "Assignee"), provided in each case that: (i) such Assignee does not have a lower credit rating than the Assignor; (ii) such assignment does not amend or alter the substantive obligations under the Agreement. The Assignor will give notice within thirty (30) days of such assignment to the other Party.

D. Due Authority

By signing any Agreement, each Party represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into the Agreement; (ii) each person executing the Agreement on behalf of the Party is authorized to do so; (iii) the Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

In addition to any other warranties contained herein;

- i. Each Party warrants:

- a. It has all the requisite corporate power, approvals and authority to execute, deliver, receive and perform its obligations under the Agreement; and
 - b. It has obtained all governmental and regulatory licenses, authorizations, approvals, consents or permits required to perform its obligations under the Agreement, except to the extent that the failure to obtain any such licenses, authorizations, approvals, consents or permits is, in the aggregate, not material.
- ii. CONTRACTOR warrants to COUNTY:
- a. that it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
 - b. 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 CONTRACTOR' sole warranty with respect to provision of the Services unless otherwise agreed in the Agreement.
- E.** COUNTY shall (and COUNTY shall ensure the Authorized Users and their Third Parties in connection with use of the Services and CONTRACTOR Platform shall) at all times 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 Services and/or CONTRACTOR Platform. If a Virus is found to have been introduced by COUNTY (or Authorized User or COUNTY Third-Party) as a result of breach of the foregoing, then COUNTY shall provide reasonable assistance to CONTRACTOR to mitigate the effects of such Virus. The introduction by COUNTY, Authorized User or COUNTY Third-Party of a Virus into the Services or CONTRACTOR Platform shall give rise to a Savings Event.

F. Equal Opportunity & County Gift/Gratuity Policy

Pinellas County is committed to a workplace, which is free from harassment or discrimination of any kind. CONTRACTOR and its agents are expected to conduct themselves accordingly in all interactions related to the Agreement. All employees of Pinellas County are prohibited from accepting gifts and/or gratuities from Contractors. CONTRACTOR agrees to ensure that its employees, subcontractors, consultants and other agents honor this policy.

G. Execution in Counterparts.

The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

H. Governing Law & Venue

This Agreement and any associated purchases will be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement will be tried and litigated exclusively in the appropriate court located in or for Pinellas County, Florida. This choice of venue is mandatory. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

I. Name Changes

The CONTRACTOR is responsible for immediately notifying the COUNTY of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

J. Non-Exclusive Agreement

Entering into an Agreement imposes no obligation on the COUNTY to utilize the CONTRACTOR for all goods and/or services of the type contracted for which may develop during the agreement period. All agreements are non-exclusive. During the term of any Agreement the COUNTY reserves the right to contract with another provider for similar goods and/or services as it determines necessary in its sole discretion.

K. Parties to the Agreement

This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities to any third parties. Persons or entities not a party to the Agreement may not claim any benefit from the Agreement or as third-party beneficiaries thereto.

L. Project Monitoring

Project Monitoring - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

M. Severability

If any section, subsection, sentence, clause, phrase, or portion of the Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portion thereof.

N. Waiver

The delay or failure by either Party to exercise or enforce any of its rights under the Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right.

Q. Providing Approval, Except where expressly stated as being in the sole discretion of a Party, where agreement, approval, acceptance, consent or similar action is required, such action shall not be unreasonably delayed or withheld. Approval or consents given by a Party shall not relieve the other Party from responsibility for complying with its obligations, nor shall it be construed as a waiver of any contractual rights, except as and to the extent otherwise expressly provided in such approval or consent.

10. NOTICES

Any notice or written communication pursuant to the terms of this Agreement must be delivered in person, by Certified Mail, Return Receipt Requested or private carrier express mail. Notice will be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier. Either designated recipient will notify the other, in writing, if someone else is designated to receive notice.

11. PAYMENT & FISCAL OBLIGATIONS

a. Fiscal Non-Funding

The Agreement is not a general obligation of the COUNTY. It is understood that neither this Agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability, except for any liabilities arising out of COUNTY's breach of the Agreement (subject to the limitations of liability stated therein) will be incurred by the COUNTY, or any department, beyond the monies budgeted and available for this purpose. In the event that sufficient budgeted funds are not available for a new fiscal period, COUNTY will notify the CONTRACTOR of such occurrence and the Agreement will terminate on the last day of the then-current fiscal period without penalty or expense to the COUNTY.

b. Invoices

Invoices (if applicable) must be submitted to the billing address indicated below, or electronically as permitted by the COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq. The COUNTY will notify the CONTRACTOR in writing of a change in the billing address. Any invoices must reference a valid contract or purchase order number and must include reasonable detail and supporting documentation, as necessary, for a proper pre-audit and post-audit thereof, to comply with Florida Statutes. When the Agreement is terminated, all amounts due will be pro-rated.

Invoices (if applicable) must be submitted to:

Clerk of the Circuit Court and Comptroller

Attn: Finance Division / Accounts Payable

PO Box 2438

Clearwater, Florida 33757

Phone: 727-464-8300

Email: FinanceAccountsPay@MyPinellasClerk.gov

The CONTRACTOR will provide the COUNTY with a completed IRS Form W-9 upon execution of the Agreement.

c. Refunds

The CONTRACTOR will, without delay, provide a full refund to the COUNTY of any payments made, upon failure to timely and completely provide the Services for which the payments were made. At the end of the initial term, pricing may be adjusted based on mutual agreement of the Parties.

d. Taxes

The COUNTY is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7, and the Federal Excise Tax Exemption Number is 59-6000800. The COUNTY will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon CONTRACTOR or CONTRACTOR's assets, or upon the COUNTY in connection with the Agreement. Payments to County are subject to applicable Florida taxes, which will be the sole responsibility of CONTRACTOR.

e. Travel Expenses

No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

12. CONFIDENTIAL RECORDS, PUBLIC RECORDS & AUDIT**a. Audit**

The COUNTY reserves the right to conduct an audit of the CONTRACTOR's records related to this Agreement and any Products or Services provided hereunder, pursuant to Pinellas County Code, Chapter 2. The CONTRACTOR must retain any such records for five (5) years following Contract completion and must provide the COUNTY or their authorized representatives complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion. This provision does not entitle COUNTY to audit any records that are not related to the Agreement.

b. Confidential Records & Information

Each party will maintain as confidential any Confidential Records & Information, to the extent authorized by Federal and Florida law. Access to Confidential Records & Information will be limited by the Parties to only those employees or agents that must have access to comply with the terms of the Agreement.

c. Cooperation with the Inspector General

CONTRACTOR will fully cooperate with the Pinellas County Clerk of the Circuit Court's Inspector General in any investigation, audit, inspection, review, or hearing initiated by the Inspector General on behalf of the COUNTY that is associated with the administration or performance of the Agreement, including but not limited to providing timely access to records, authorizing interviews of CONTRACTOR agents or employees, and responding to requests for information. CONTRACTOR will include and enforce this requirement in any subcontractor agreement.

d. Public Records

CONTRACTOR acknowledges that information and data it manages in relation to the Agreement may be public records in accordance with Chapter 119, Florida Statutes. CONTRACTOR agrees that prior to providing Services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws and regulations, including but not limited to Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the CONTRACTOR agrees to charge the COUNTY, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement. A CONTRACTOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

Upon request from the COUNTY's custodian of public records, CONTRACTOR will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

CONTRACTOR will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the contract, the CONTRACTOR will transfer to the COUNTY, at no cost, all public records in possession of the CONTRACTOR, or will keep and maintain public records as required by law. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ADMINISTRATIVE SERVICES, AT

(727) 464-3341,

clerkinfo@mypinellasclerk.org

ATTN: PUBLIC RECORDS LIASON

315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756

The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that the CONTRACTOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that CONTRACTOR is acting on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes. As stated above, CONTRACTOR may contact the COUNTY with questions regarding the application of the Public Records Law; however, CONTRACTOR is advised to seek independent legal counsel as to its legal obligations. The COUNTY cannot provide CONTRACTOR advice regarding its legal rights or obligations.

e. Right to Ownership

Subject to paragraph F. Intellectual Property Rights, all customized documentation created and/or prepared by CONTRACTOR for COUNTY in performing Services will be COUNTY's property when completed and accepted, if acceptance is required in this Agreement, and the COUNTY has made payment of the sums due, therefore. Otherwise, any data, information or other materials furnished by a party to the other party under this Agreement will remain the sole property of the party providing such data, information or other materials.

f. Intellectual Property Rights

- i. 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.

- ii. CONTRACTOR IPR.
 - i. Notwithstanding anything contained herein to the contrary, COUNTY agrees and acknowledges that CONTRACTOR or its licensors, own the CONTRACTOR IPR.
- iii. Subject to the terms and conditions herein, CONTRACTOR grants COUNTY a non-exclusive, non-transferable:
 - i. right during to access and use, and to permit Authorized Users to access and use, the Solution Service at the Airport, and all related CONTRACTOR documentation supplied to COUNTY for the purpose of COUNTY and the Authorized Users accessing and using the Solution Service; and
 - ii. license to use any on-premises software provided by CONTRACTOR in connection use of the Solution Service at the Airports and all related CONTRACTOR documentation supplied to COUNTY for the purpose of COUNTY and the Authorized Users using the Solution Service.
- iv. Authorized Users' rights are subject to:
 - i. Authorized Users shall have no entitlement to enforce this Agreement;
 - ii. COUNTY shall not allow persons other than those referred to above, access to and/or use of the Solution Service, without CONTRACTOR'S prior written consent. COUNTY shall not, and shall not allow any person to, without CONTRACTOR'S consent, and except as required by applicable law, do any of the following:
 - a. Modify, adapt, reverse-engineer, decompile, disassemble, or otherwise discover the source code of any software or documentation comprised in the Solution Service, the CONTRACTOR Platform or as otherwise provided by CONTRACTOR, or attempt to do so, save that COUNTY may Modify documentation for internal training purposes;
 - b. use any software, product or system forming part of the Solution Service, or as otherwise provided by CONTRACTOR in combination with any other software, product or system, except through approved APIs provided by CONTRACTOR;
 - c. rent, sell, lease, sublicense, distribute, assign, copy (other than a single copy for COUNTY'S backup purposes);
 - d. use any software, product or system forming part of the Solution Service, the CONTRACTOR Platform or as otherwise provided by CONTRACTOR in contravention of specifications and system requirements; or
 - e. use, reproduce or exploit any software, product or system forming part of the Solution Service in contravention of any Third Party's IPR or CONTRACTOR IPR.

13. TERMINATION

a. CONTRACTOR Default Provisions and Remedies of COUNTY

- i. **Events of Default** - Any of the following will constitute a "CONTRACTOR Event of Default" hereunder:
 - 1. CONTRACTOR fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;

2. CONTRACTOR breaches Confidential Information Section of this Agreement;
 3. CONTRACTOR fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 4. CONTRACTOR fails to perform or observe any of the other material provisions of this Agreement.
- ii. **Cure Provisions** - Upon the occurrence of a CONTRACTOR Event of Default as set out above, the COUNTY will provide written notice of such CONTRACTOR Event of Default to CONTRACTOR (“Notice to Cure”), and CONTRACTOR will have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the CONTRACTOR Event of Default described in the written notice.
- iii. **Termination for Cause by the COUNTY** - In the event that CONTRACTOR fails to cure a CONTRACTOR Event of Default as authorized herein, or upon the occurrence of a CONTRACTOR Event of Default as specified in Termination – CONTRACTOR Default Provisions and Remedies of COUNTY – Events of Default Section of this Agreement, the COUNTY may terminate this Agreement, effective upon receipt by CONTRACTOR of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the COUNTY.

b. COUNTY Default Provisions and Remedies of CONTRACTOR

- i. **Events of Default** - Any of the following will constitute a “COUNTY Event of Default” hereunder:
1. the COUNTY fails to make timely undisputed payments as described in this Agreement;
 2. the COUNTY breaches Confidential Information Section of this Agreement; or
 3. the COUNTY fails to perform any of the other material provisions of this Agreement.
- ii. **Cure Provisions** - Upon the occurrence of a COUNTY Event of Default as set out above, CONTRACTOR will provide written notice of such COUNTY Event of Default to the COUNTY (“Notice to Cure”), and the COUNTY will have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the COUNTY Event of Default described in the written notice.
- iii. **Termination for Cause by CONTRACTOR** - In the event the COUNTY fails to cure a COUNTY Event of Default as authorized herein, CONTRACTOR may terminate this Agreement effective on receipt by the COUNTY of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the CONTRACTOR.

c. Termination for Convenience

Notwithstanding any other provision herein, the COUNTY may terminate this Agreement, without cause, by giving 30 days advance written notice to the CONTRACTOR of its election to terminate this Agreement pursuant to this provision. In the event of such termination, COUNTY will pay CONTRACTOR for all pre-approved sums due through the date of termination.

- d. Termination or expiry of the Agreement will not affect any rights of action or remedy of either Party that have accrued prior to such termination or expiry.

Upon termination or expiry of the Agreement for whatever reason, each Party shall at the other Party's option, return or destroy (where reasonably practicable and subject to applicable laws or ongoing use rights necessitating retention of a copy):

any materials the IPR in which belong to that other Party together with all copies thereof (unless otherwise agreed between the Parties); and all documentation in any medium that contains, refers to or relates to the other Party's or any of its Affiliates' Confidential Information.

ANY PROVISION OF THE AGREEMENT WHICH CONTEMPLATES PERFORMANCE OR OBSERVANCE SUBSEQUENT TO ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THE AGREEMENT AND CONTINUE IN FULL FORCE AND EFFECT. WITHOUT PREEJUDICE TO THE GENERATLITY OF THE FOREGOING, OBLIGATIONS OF CONFIDENTIALITY, IPR RIGHTS, AND CLAUSES IMPACTING THE SCOPE OF A PARTY'S LIABILITY, CONSEQUENCES OF TERMINATION AND THE BELOW GENERAL CLAUSES SHALL SURVIVE.

14. TIME IS OF THE ESSENCE

Time is of the essence of the Agreement. Any Milestones stated in the Agreement are binding. If a Milestone date falls on a day other than a Business Day, such time period will be extended automatically to the next Business Day.

15. WARRANTY OF ABILITY TO PERFORM

The CONTRACTOR warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the CONTRACTOR's ability to satisfy its contract obligations.

16. SERVICES

The terms under this section are applicable if the Agreement includes the provision of SERVICES:

a. Additional Services

The COUNTY may request through the CONTRACTOR's Change Control Procedure that the CONTRACTOR perform Services that are not specifically described in the Statement of Work but are related to the Services ("Additional Services"). CONTRACTOR will not unreasonably refuse to perform such Additional Services. The parties will agree to the compensation for such Additional Services through the Change Control Procedure which shall ultimately be specified in the agreed Statement of Work.

CONTRACTOR will commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein or as otherwise agreed in accordance with any applicable implementation plan.

b. Descoping of Services

The COUNTY reserves the right, in its sole discretion, to de-scope Services upon written notification to the CONTRACTOR by the COUNTY. Upon issuance and receipt of the notification, the CONTRACTOR and the COUNTY will enter into a written amendment reducing the appropriate fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

c. Personnel

1) Approval and Replacement of Personnel

The COUNTY will have the right to approve all CONTRACTOR Personnel assigned to provide the Services, which approval will not be unreasonably withheld. Prior to commencing the Services, the COUNTY may request that CONTRACTOR provide at least ten (10) days written notice of the names and qualifications of the CONTRACTOR Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the CONTRACTOR will promptly and as required by the COUNTY provide written notice of the names and qualifications of any additional CONTRACTOR Personnel assigned to perform Services. The COUNTY, on a reasonable basis, will have the right to require the removal and replacement of any of the CONTRACTOR Personnel performing Services, at any time during the term of the Agreement. The COUNTY will notify CONTRACTOR in writing in the event the COUNTY requires such action. CONTRACTOR will use its reasonable efforts to accomplish any such removal within 48 hours after receipt of notice from the COUNTY and will promptly replace such person with another person, acceptable to the COUNTY, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual CONTRACTOR Personnel are prohibited by applicable law from providing Services, removal and replacement of such CONTRACTOR Personnel will be immediate and not subject to such 48-hour replacement timeframe and the provisions of the Termination Section of this Agreement will apply if minimum required staffing is not maintained.

2) E-Verify

CONTRACTOR and any subcontractor(s) must register with and use the E-verify system in accordance with Florida Statutes Section 448.095. A contractor and subcontractor may not enter into a contract with the COUNTY unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the COUNTY, CONTRACTOR, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statutes Section 448.09(1) will immediately terminate the contract with the person or entity. If the COUNTY has a good faith belief that a Subcontractor knowingly violated this provision, but the CONTRACTOR otherwise complied with this provision, the COUNTY will notify the CONTRACTOR and order that the CONTRACTOR immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. CONTRACTOR acknowledges upon termination of this agreement by the COUNTY for violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract by the COUNTY for at least one (1) year.

CONTRACTOR acknowledges that CONTRACTOR is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section. CONTRACTOR or Subcontractor will insert in any subcontracts language that substantially sets forth the clauses set forth in this section, requiring the subcontracts to do the same (includes these clauses in any lower tier subcontracts. CONTRACTOR will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

3) Independent CONTRACTOR Status and Compliance with the Immigration Reform and Control Act

CONTRACTOR is and will remain an independent contractor and is neither agent, employee, partner, nor joint venturer of COUNTY. Neither party is authorized to act as an agent of the other party. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions will be considered a material breach of the Agreement.

4) Qualified Personnel

CONTRACTOR agrees that each person performing Services will have the qualifications and requirements to fulfill any obligations.

d. Quality of Services

The CONTRACTOR agrees that all Services provided under an Agreement will be performed in compliance with the Agreement terms and to the reasonable satisfaction of the COUNTY.

17. EQUIPMENT MAINTENANCE

The terms under this section are applicable if the Agreement includes equipment maintenance:

a. Extra Compensation

No repairs, replacements of parts or equipment that will result in extra charges not covered by this contract will be performed by the CONTRACTOR without first submitting a written estimate of cost of same and securing written approval from the COUNTY.

b. Addition and Deletion

In the event any machine or equipment is subsequently purchased, the type of which is covered by the Agreement, such machine or equipment may, at the COUNTY's discretion, be added to the Agreement at the then agreed rate and under the same terms and conditions. Any machine or equipment covered by the Agreement may, at the COUNTY's discretion, be deleted therefrom and the compensation contracted for proportionately reduced at any time, provided 30 days written notice is given to the CONTRACTOR.

18. DIGITAL CONTENT

The terms under this section are applicable if the Agreement includes software, online, or digital content services:

a. Americans with Disabilities Act (ADA) Digital Accessibility Compliance

All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines will be used as the standard for compliance regardless of whether they are more or less stringent than WCAG 2.1 AA.

COUNTY will notify CONTRACTOR in writing if it identifies an issue that renders the product inaccessible (the “Accessibility Issue”). Within 30 days of such notice, CONTRACTOR and COUNTY will meet and agree upon an appropriate and commercially reasonable timeline for resolution of the Accessibility Issue(s) (“Initial Meeting”).

Should any of the following conditions occur, it will constitute a material breach of the Agreement by CONTRACTOR and will be grounds for termination by COUNTY:

- i. CONTRACTOR fails to acknowledge receipt of the notice and fails to meet within 30 days of receipt of the Notice;
- ii. CONTRACTOR unreasonably and solely withholds agreement regarding a timeline for resolution; or
- iii. CONTRACTOR fails to materially resolve the Accessibility Issue(s) within the agreed-upon timeline.

b. Software Updates

At no additional charge to the COUNTY, the CONTRACTOR will provide all necessary updates to the software to comport with the purpose of this Agreement and to comply with legislative changes. “Update” means any published changes, additions or corrections to the Software that constitute a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes that CONTRACTOR makes generally available to its customers; provided that, if a legislative required change imposes a material burden upon either COUNTY or CONTRACTOR then, upon the burdened party’s request, the parties will discuss in good faith a way forward to address the material burden. If the parties cannot agree how to address such material burden, then the burdened party may terminate this Agreement upon notice, said termination to be effective no later than the date that the legislative requirement comes into effect unless otherwise agreed by the parties. COUNTY will notify CONTRACTOR as soon as possible of any necessary changes to the functionality of the software to comply with legislative changes.

19. ACQUISITION OF GOODS OR PRODUCTS

The terms under this section are applicable if the Agreement includes the acquisition of GOODS or PRODUCTS:

a. Additional Quantities

For a period not exceeding ninety (90) days from the date of solicitation award, the COUNTY reserves the right to acquire additional quantities of the Product up to the amount shown in the Agreement, not to exceed double the initial agreed upon order, at the Agreement prices.

b. Discounts

The COUNTY may seek to negotiate additional price concessions on quantity purchases of any Products offered under the Contract.

Delay in receiving an invoice, invoicing for products shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for COUNTY to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date or receipt of goods, or the date of approved invoice, whichever is later.

c. Material Safety Data Sheet

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet (SDS) at time of delivery.

d. Material Quality

CONTRACTOR warrants that all products purchased and delivered under the Agreement will be of first quality and not damaged and/or factory seconds. In COUNTY's sole discretion, goods rejected due to damage, inferior quality, or workmanship may be returned to CONTRACTOR at CONTRACTOR's expense and are not to be replaced except upon receipt of written instructions from COUNTY. If the COUNTY elects to have such goods replaced, they will be exchanged within 24 hours of notice to the CONTRACTOR at no charge to the County. All manufacturer warranties made available on hardware that CONTRACTOR generally passes on to its customers, will be available and applicable to County.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN WRITING BETWEEN THE PARTIES, 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

e. Variation in Quantity

County assumes no liability for products produced, processed or shipped in excess of the amounts ordered pursuant to the terms of the Agreement or associated Purchase Order.

f. Product Versions & Equivalentents

Each purchase will be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order,

so long as such model or version is certified to operate with the CONTRACTOR's applications at the applicable locations, and/or unless the COUNTY specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification or purchase order are descriptive, not restrictive. With the COUNTY's prior written approval, the CONTRACTOR may provide any product that meets or exceeds the applicable specifications. The CONTRACTOR will demonstrate comparability through such means as appropriate catalog materials, literature, specifications, or test data. The COUNTY will determine in its sole reasonable discretion whether a Product is acceptable as an equivalent.

g. Safety Standards

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source will be constructed and approved in a manner acceptable to the appropriate State Inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all Products furnished will meet all applicable requirements of the Occupational Safety and Health Act (OSHA) and State and Federal Requirements relating to clean air and water pollution.

The COUNTY reserves the right to inspect, at any reasonable time with prior notice, the equipment, product, plant, or applicable facilities owned and/or operated by CONTRACTOR to assess conformity with the Agreement requirements and to determine whether they are adequate and suitable for proper and effective Agreement performance, subject in all instances to COUNTY following applicable security and confidentiality requirements.

h. Trade-In

The COUNTY may trade-in equipment when making purchases under the Agreement. A trade-in will be negotiated between the COUNTY and the CONTRACTOR. The COUNTY is obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process.

i. Transportation & Installation

1. Unless otherwise specified, prices will include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods will be free on board (FOB) Destination to any point within thirty (30) days after the COUNTY places an order.

CONTRACTOR, within five (5) days after receiving a purchase order, will notify the COUNTY of any potential delivery delays. Evidence of inability or intentional delays may be cause for cancellation of the Agreement.

Where installation is required, CONTRACTOR will be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated in the Agreement or on the purchase order.

CONTRACTOR's authorized product and price list will clearly and separately identify any additional installation charges. All materials used in the installation will be of good quality and will be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location as referenced in the Statement of Work. CONTRACTOR will protect the site from damage and will repair damages or injury caused during installation by CONTRACTOR or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the CONTRACTOR will promptly restore the structure or site to its original condition. CONTRACTOR will perform installation work so as to cause the least inconvenience and interference with the COUNTY and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work will be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Tangible Products will be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain the COUNTY's property.

2. Title and Risk of Equipment

Title to each item of Equipment shall pass to COUNTY on the later of completion of delivery including off-loading at the designated location, or payment of all Charges to CONTRACTOR.

The Equipment shall be at the risk of CONTRACTOR until delivery to the COUNTY at the designated location. CONTRACTOR shall off-load the Equipment at the COUNTY's risk.

EXHIBITS:

- **EXHIBIT A: PAYMENT/INVOICES**
- **EXHIBIT B: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS**

20. EXHIBIT A: PAYMENT/INVOICES**PAYMENT/INVOICES:**

CONTRACTOR must submit invoices for payment due as provided herein with such documentation as required by Pinellas COUNTY and all payments will be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices will be submitted to the address below unless instructed otherwise on the Agreement or purchase order, or as directed in writing by the ordering department:

Finance Division Accounts Payable
 Pinellas County Board of County Commissioners
 P. O. Box 2438
 Clearwater, FL 33757

Each invoice must include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown below, as applicable. Any disputes will be raised and resolved in accordance with the COUNTY's Dispute Resolution Process for Invoiced Payments (Exhibit B), established in accordance with Section 218.76, Florida Statutes.

INVOICE INFORMATION:

CONTRACTOR Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number*	Standard purchase order number (if applicable)
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas COUNTY offers a credit card payment process (ePayables) through Bank of America. Pinellas COUNTY does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County's Purchasing website at (<https://pinellas.gov/department/purchasing-risk-management-division/>)

*If the Agreement specifies that Purchase Orders are to be utilized, the Purchase Order Number must appear on all packing slips, invoices and correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

- c. References to charging on a Time and Materials basis means that the Charges are calculated on the basis of the Man Day Rate set out in Attachment 5 of EXHIBIT 4 – Additional Contract Terms (Charges) applied to Chargeable Time consumed each month in the delivery of the Services, as tracked through CONTRACTOR' tools and identified in the applicable invoicing report.
- d. Invoices are payable by COUNTY by electronic funds transfer within forty-five (45) days (unless otherwise provided in the Agreement) of COUNTY's receipt of CONTRACTOR' invoice using the bank details below (or as otherwise provided by CONTRACTOR).

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 IT Americas, Inc., 7022 TPC Drive, Suite 100, Orlando, FL 32822

CONTRACTOR may transfer its right to receive COUNTY payments to certain financial entities. This factoring arrangement, if activated, will not affect the customary payment process or the commercial relationship between the Parties as, in the event of such transfer, CONTRACTOR will act as collecting agent for such financial entities for all payments receivable under this Agreement.

21. EXHIBIT B: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas COUNTY Board of COUNTY Commissioners (COUNTY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of nonpayment of a payment request or invoice the following Dispute Resolution process will apply:

- a. Pinellas COUNTY will notify a vendor in writing within 10 days of receipt of an improper invoice. The notice will indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the COUNTY. Such steps should include requiring the vendor to contact the requesting department to validate the invoice and receive a sign off from that entity that would indicate that the invoice in question is in compliance with the terms and conditions of the Agreement, and then resubmitting the invoice as a "Corrected Invoice" to the requesting department to initiate the payment timeline.
- i. Requesting department for this purpose is defined as the COUNTY department for which the work is performed or to which goods are provided.
- ii. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas COUNTY.
- b. Should a dispute result between the vendor and the COUNTY about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department will assign a representative who will act as a "Dispute Manager" to resolve the issue at departmental level.
- c. The Dispute Manager will first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures must be commenced no later than 30 days after the date on which the payment request or invoice was received by Pinellas COUNTY and will not extend beyond 45 days after the date on which the payment request or invoice was received by Pinellas COUNTY.
- d. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas COUNTY's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas COUNTY representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager will perform the required investigation and arrive at a solution before or at the 45-day timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The COUNTY Administrator or his or her designee will be the final arbiter in resolving the issue before it becomes a legal matter. The COUNTY Administrator or his or her designee will issue their decision in writing.
- e. Pinellas COUNTY Dispute Resolution Procedures will not be subject to Chapter 120 of the Florida Statutes. The procedures will also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

- f. Should the dispute be resolved in the COUNTY's favor interest charges begin to accrue 15 days after the final decision made by the COUNTY. Should the dispute be resolved in the vendor's favor the COUNTY will pay interest as of the original date the payment was due.
- g. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT 2 INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **INSURANCE**

The Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Contractor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to request a redacted copy the insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Contractor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Contractor or their agent prior to the expiration date.

- 1) The Contractor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - 2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this RFP, the Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Contractor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:
- 1) Require each subcontractor to be bound to the Contractor to the same extent the Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.

**EXHIBIT 2
INSURANCE REQUIREMENTS**

- 2) Provide for the assignment of the subcontracts from the Contractor to the County at the election of Owner upon termination of the Contract.
 - 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
 - 4) Provide a waiver of subrogation in favor of the County.
 - 5) Assign all warranties directly to the County.
 - 6) Identify the County as an intended third-party beneficiary of the subcontract. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- C. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

EXHIBIT 2 INSURANCE REQUIREMENTS

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Property Insurance** Contractor will be responsible for all damage to its own property, equipment and/or materials.



EXHIBIT 3

ACUS

St. Petersburg-Clearwater International Airport

Fixed Price Quote



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Executive Summary

Amadeus is pleased to present this proposal for the Amadeus Airport Common Use Service (ACUS), a groundbreaking solution designed to address the common use challenges faced by airports, airlines, and ground handlers.

ACUS represents Amadeus' cutting-edge approach to revolutionizing passenger processing services. This innovative, cloud-based solution offers a robust, scalable, and cost-effective framework for shared passenger processing infrastructure. Thanks to its centralized hosting, ACUS grants PIE secure access to a common use solution via any network connection.

Key Benefits of ACUS for PIE:

- **Reduced Airport Infrastructure Costs and Complexity:** ACUS eliminates the need for local servers within airport data centers. Implementing ACUS streamlines the IT infrastructure at airports, reducing the associated costs of installation, maintenance, and operation of local, business-critical server infrastructure.
- **Mobility and Operational Agility:** Airport service agents gain the ability to access passenger-processing applications on any fixed or mobile device equipped with the Citrix receiver software. This flexibility empowers airports, ground handlers, and airlines to efficiently serve passengers on or off the airport premises.
- **Scalability and Ubiquitous Access:** ACUS, being a true cloud-based service, offers dynamic scalability to meet passenger processing demands regardless of location or time.
- **Rapid Application Deployment:** ACUS' centralized platform deploys airline applications only once, ensuring that all staff members, regardless of their location, have immediate access to the latest versions of hosted airline applications. This reduces the effort and management overhead associated with regular application updates.
- **Service Resilience and Business Continuity:** The ACUS platform provides high availability and operational resilience, with hosting in multiple data centers achieving a 99.95% availability rate and maintaining 100% service availability for over five years.
- **Commercial-off-the-Shelf Hardware:** Amadeus supplies hardware that complies with industry standards (e.g., AEA 2009/2011), ensuring compatibility with airline applications.
- **Improved Environmental Sustainability:** ACUS promotes environmental sustainability by utilizing solid-state devices like thin client workstations and eliminating existing CUTE/CUPPS servers from the airport core room. This results in a 30-50% reduction in energy consumption compared to legacy CUTE/CUPPS PC workstations and servers, contributing to a greener footprint for current and future generations.

This proposal highlights how ACUS can empower PIE to optimize its operations, reduce costs, enhance flexibility, and contribute to a more sustainable future in the aviation industry.



Solution Overview

This proposal outlines Amadeus' strategy for harnessing the capabilities and adaptability of the Amadeus Airport Common Use Service (ACUS) to facilitate the transition of operations at PIE.

Amadeus has pioneered a cutting-edge common use passenger processing service with ACUS, representing the next evolutionary step in this domain. This state-of-the-art, centrally hosted service empowers airports, airlines, and ground handlers to reimagine conventional passenger processing methods, which were reliant on fixed infrastructure. ACUS offers a robust, scalable, and cost-effective solution that is securely accessible through any network connection, delivering significant advantages to all stakeholders.

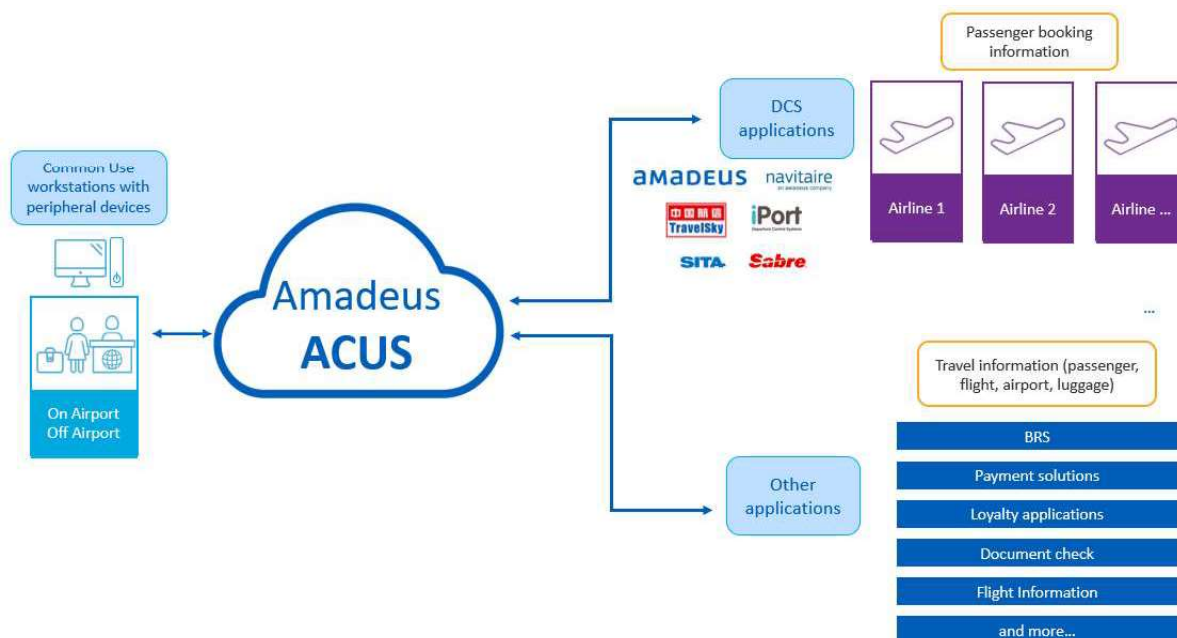


Figure 1: ACUS solution overview for PIE

The Amadeus ACUS solution for PIE will:

- Enable the rapid deployment of 54 workstations within PIE to replace current check-in and boarding gates;
- Leverage the Native ACUS Integration of Altéa and Navitaire DCS, as well as Client Applications and a global Airline Connectivity Platform, to streamline common use operations, reduce operational costs, enhance operational flexibility, and accelerate future innovations;
- Utilize the existing Airport's local area networks (LAN) to provide the local connectivity between the workstations and the WAN connection;
- Utilize the proposed WAN connection between PIE and Amadeus to enable the local workstations to communicate with the centrally hosted ACUS platform.

Solution Description

Amadeus Airport Common Use Services (ACUS) is the next generation, common use passenger processing service. ACUS delivers a resilient, scalable, and cost-efficient solution that is centrally hosted and accessed securely via any network connection.

Challenges with Traditional Common Use

Common use systems for processing passengers have existed for many years. They have been developed by a number of different providers but generally are all very similar and require on-site server equipment which requires both significant space and is complex to maintain.

Typical Common Use Solution

Challenges with typical common use services

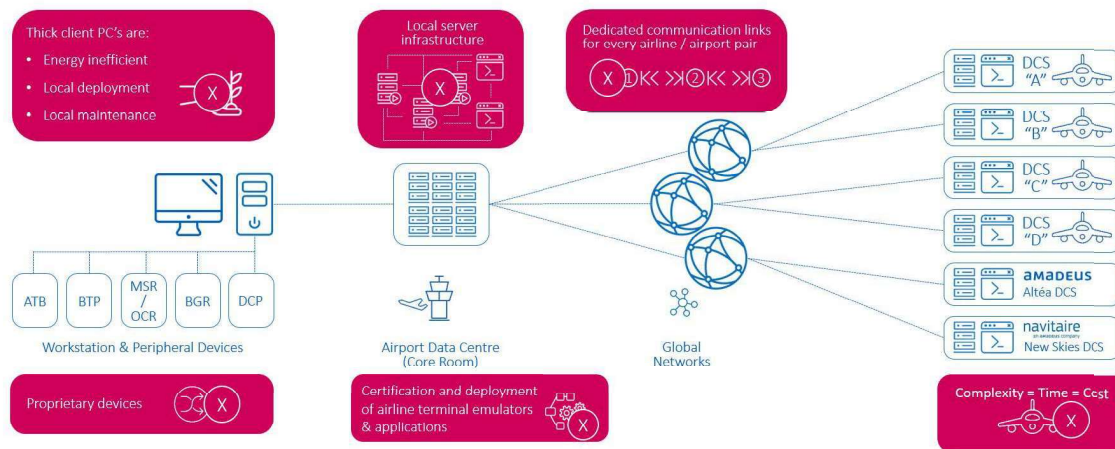


Figure 2: Challenges with typical common use services

- Purchase, install, configure, maintain, and operate several dedicated servers within the airport's core room or data centre.
- Order, ship build and test of the Core Room environment adding significant Critical path to any Implementation projects
- Requires performing excessive on-site Factory Acceptance Tests to validate proper function of the Computing platform as part of the implementation
- Certify and deploy Airline applications and Terminal Emulators (TE) with multiple CUTE/CUPPS vendors who must then test the applications within multiple legacy platforms.



- Deploy and maintain energy inefficient ‘thick client’ PCs as workstations throughout the airport terminals.
- Use of proprietary devices with non-standard firmware which unduly limits the utility of these devices in terms of support for a wide range of Airline DCS.
- Operating system (OS) used on the workstation must always comply with the requirements of the lowest common application using the workstation. Forcing providers to remain on old fashion OS and limiting innovation for airports and airlines.

These systems also lack flexibility, making it difficult and expensive to adapt them to the ever-changing needs of today’s airports and airlines. Moreover, a local infrastructure requires airlines to implement dedicated connectivity to each airport they want their application to be available from. This architecture represents high overheads for airlines and slows down their ability to open new routes from additional airports.

Typical Common Use Solution

Airline responsibility for Airport-to-DCS connectivity



Figure 3: Airline dedicated connectivity to each airport for each airline

ACUS Introduction

ACUS provides the operationally critical, common use infrastructure required to support passenger processing and back-office operations for airports, airlines, ground handlers and other service providers. ACUS is the next generation of common use that finally provides the exact services airports and airlines been requesting to streamline operations and costs.



amadeus

Amadeus Airport Common Use Service

ACUS – Key points of difference to 'traditional' common use solutions

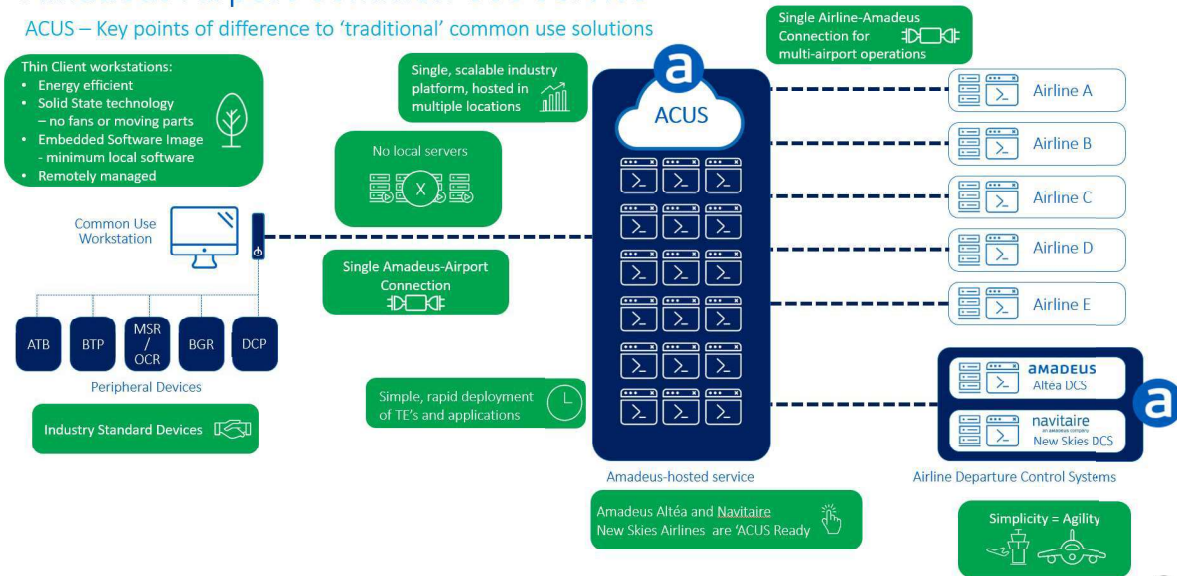


Figure 4: Amadeus ACUS – Common Use Redefined

The ACUS solution is:

- One centralised highly redundant platform for the industry enabling airports to deploy applications at every touchpoint including Common Use Passenger Processing Systems (CUPPS and non-CUPPS) and countless back-office scenarios.
- Leveraging application virtualisation technology to enable on-demand access to passenger processing systems anywhere, anytime;
- Removing the need for onsite servers within the airport core room or data centre;
- Simplifying workstation management by using remote management of all workstations;
- Removing the need for airlines to provide dedicated communication links to each airport;
- Using “light” workstations to reduce power consumption, desk space and local technical support within the airport;
- Removing dependency to the lowest common application, enabling much more innovation and advanced OS;
- Enabling staff mobility and operational flexibility via relocatable workstations;
- Enabling Airlines to rapidly deploy and access passenger processing systems at multiple locations – both on- and off-airport;
- Enabling reduced infrastructure cost, operational flexibility and business continuity via 4G/5G Internet;
- ACUS delivers a resilient, scalable, and cost-efficient solution that is centrally hosted and accessed securely via a Wide Area Network, WAN, connection.



ACUS Benefits and Features

ACUS complies with the traditional purpose of the Common Use functionalities: to make airlines' Departure Control Systems (DCS) and other passenger processing applications available at check-in and gate counters, whilst providing the ability to share the equipment. However, ACUS goes beyond these requirements, providing the whole airport community with a cloud platform that brings cost reduction, streamlining of operational processes and higher flexibility.

Below is a detailed description of the key features and benefits of ACUS.

ACUS – An uncommonly flexible infrastructure

The ACUS solution leverages application virtualisation technology to move the passenger-processing platform from the airport core room into the cloud.

This change of architecture provides key competitive benefits to airports and airlines, including:

- A reduced infrastructure at airport;
- A reduction of network complexity;
- An ubiquitous access to all applications at any time;
- A mobile solution on common use environment;
- A centralized support and updates;
- A rapid implementation of new airports and routes.

Reduced Onsite Infrastructure

In moving the passenger processing technology platform from the airport core room into the cloud, ACUS reduces the amount of ICT infrastructure required at the airport to support operationally critical passenger processing.

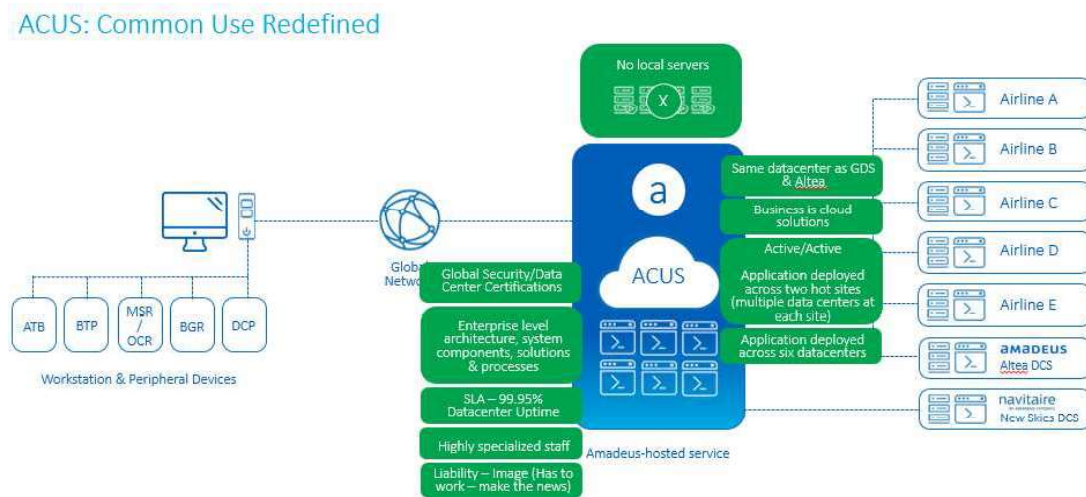


Figure 5: Amadeus ACUS – Reduced Infrastructure



ACUS allows airports to:

- Reduce the security risks associated with servers and workstations at airport;
- Reduce the complexity of the equipment deployed at the airport;
- Reduce the footprint within costly, environmentally controlled, airport core rooms/data centres;
- Reduce requirement for on-site technical support staff.

Network Simplification and Cost Reductions

As the applications accessed from ACUS no longer run locally, this negates the requirement for direct point-to-point connectivity between an airline DCS and each airport. Instead, connectivity from the DCS is only required to the Amadeus datacentre, irrespective of the number of “ACUS” airports that airline operates from.

Amadeus manages this connectivity, resulting in:

- Reduced network and connectivity complexity for both airports and airlines;
- Reduced network costs for airlines who only require a single connectivity to Amadeus to serve their application to all ACUS-enabled airports;
- Native integration for Altea and Navitaire carriers. ACUS and DCS are both in the same data centres;
- Improved resilience through centralised monitoring and management of airline connections.

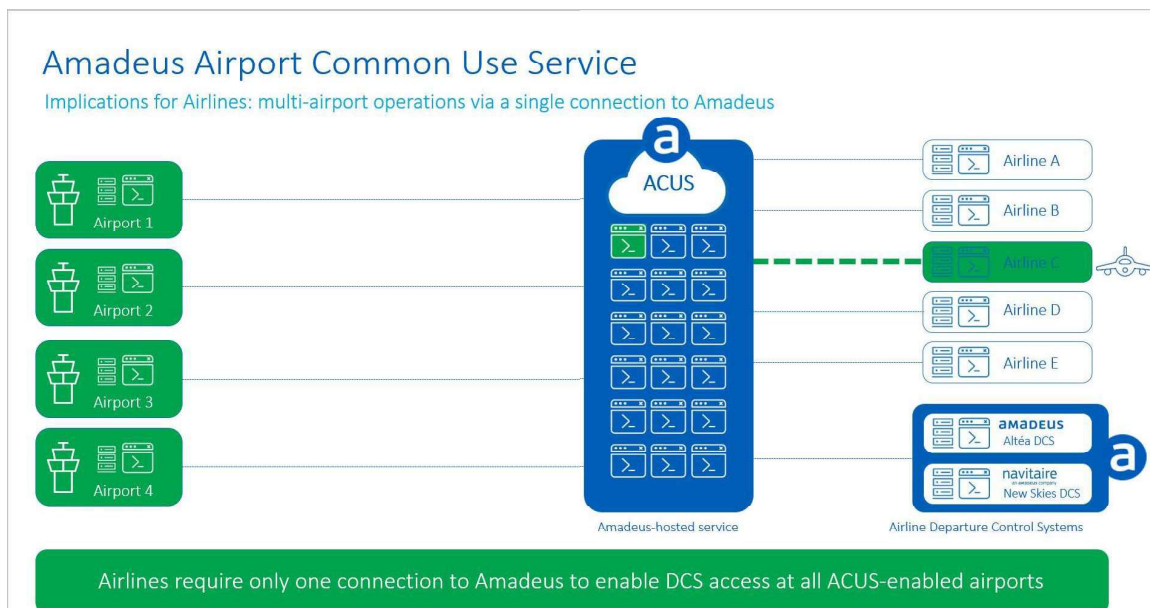


Figure 6: Airlines can leverage connectivity to ACUS to connect everywhere.



Ubiquitous Application Access

Unlike traditional common use, where applications are managed locally at the airport and can only be accessed if connected to the local airport infrastructure or the host, any application on ACUS can be accessible from anywhere at any time as long as the user has a connectivity, either private or public/plain internet. This higher flexibility results in the following benefits:

- With an availability from anywhere, on any device, it increases the usage opportunities for every applications. Giving more flexibility to the users and nurturing innovation in passenger processing;
- Totally remove the dependency to connect to the local airport infrastructure. Applications can be accessed without connection to the airport core room;
- Increase business continuity relying on a system that can run on innumerable connectivity methods that are highly failure safe for users.

Mobility Support

ACUS does not require any connection to a central airport datacentre to access applications. It only requires a connectivity to access the ACUS Cloud. Therefore, common use workstation do not have to be “fixed” any more and can go “mobile.”

Further, Amadeus provides a set of different hardware, including movable kiosks, laptops and tablets, to enable airports, airlines and ground handlers to take best of this mobility dimension, such as:

- Process passengers off the airport to push the congestions off the terminal and decrease queuing lines;
- Create “pop-up” check-in desks at convention centres, hotels, sport events, parking lots, to optimise airports operations and increase passenger satisfaction;
- Access passenger processing applications from laptops and tablets to bust large queues in the terminal;
- Access an airline application from a personal laptop at home;
- Provide staff training worldwide on new applications without requiring local connectivity to be deployed.



Amadeus Airport Common Use Service: Off-Airport

Agility in Passenger Processing – Deploy and Re-deploy workstations to meet passenger demand

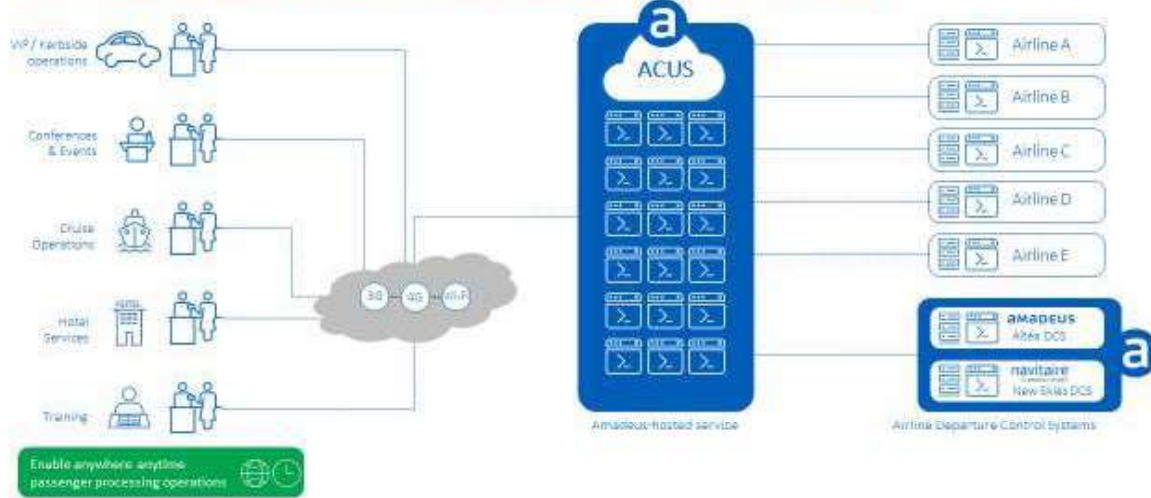


Figure 7: With ACUS, off-Airport mobility is a quickly enabled service

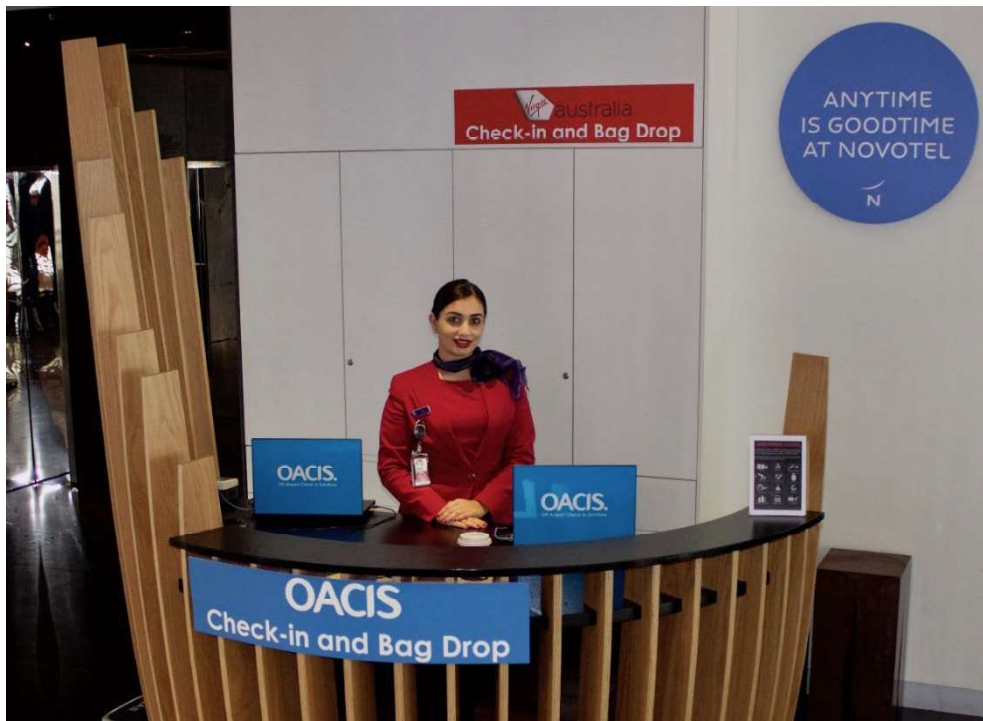


Figure 8: ACUS Customer, OACIS check-in counters at Novotel Sydney on Darling Harbour

These innovative use cases are made possible leveraging cloud technology which makes making operations more flexible and better supports innovation.



Centralized support and updates

An inherent value of cloud computing is the ability to make global changes and deployment from a central position. Application updates on ACUS only require one change to be made centrally so it can be deployed globally instantly. This eliminates the need to update servers at each airport to ensure they have the latest features or application patches. This has the benefit of:

- Radically reduced deployment times for new applications and updates;
- Reduced costs – less specialised support staff are required at each airport;
- Consistent, high quality support – support is delivered from a centralised team of experts that receive regular training to ensure they can handle all support incidents;
- More reliable updates – Amadeus employs a group of highly skilled and knowledgeable staff to implement changes to the servers.

Rapid Implementation and Expansion

The combination of ACUS's small on-airport footprint and its much-simplified connectivity requirements results in a common use service that can be rapidly deployed to airports of any size with minimum operational disruption. This benefits airports by enabling:

- Fast deployment of contemporary passenger processing capability within the airport;
- Minimum operational disruption to passenger processing capability.

Additionally, as ACUS is hosted in the cloud and airline DCS connections are centralised, a carrier already on ACUS can easily and rapidly be added to another ACUS airport allowing an airline to rapidly add a new route and an airport a new carrier.

Concurrent Peripheral Use

Using the contemporary architecture of ACUS, agents are able to fast-switch (ALT-TAB) between and interact with multiple DCSs on the same workstation. To support this feature, ACUS manages the per-carrier peripheral settings as the applications are switched. ACUS supports:

- Service agent multi-tasking via single workstation enabling servicing of multiple airlines from the one workstation;
- Improved user productivity due to reduced workstation and peripheral conflicts.

This feature overcomes one of the key limitations of legacy CUPPS solutions - the lack of support for concurrent use of multiple applications (e.g., DCS for different airlines) and the sharing between those applications of peripherals such as boarding pass and bag tag printers.

ACUS – Industry Standard Compliance

Amadeus ACUS is compliant with CUPPS standards, enabling it to provide CUPPS compliant applications to any airport where it is deployed. From a passenger processing perspective, CUPPS



compliance enables ACUS to deliver many benefits for airlines, airports and vendors. This support for industry standards results in:

- Rapid deployment of CUPPS-compliant applications;
- Improved compatibility with airport peripherals (e.g., printers, scanners, etc.);
- Lower total cost of ownership for application owners.
- From an airline’s perspective, they can host multiple versions of applications and selectively deploy appropriate version at each location. This provides more flexibility when rolling out major changes, which they can deploy gradually.

With the support of its customers, Amadeus works pro-actively with the airlines to integrate and deploy their applications to the centrally hosted ACUS platform. As applications are only deployed to a single, scalable platform, the deployment process is much simpler, faster and cheaper for airlines. This enables airlines to realise business benefits through faster access to new application functionality and enables airline staff to have immediate access to the latest version.

- Faster publishing of airline applications – reduced effort and cost to deploy new versions;
- Faster access to new application functionality – no need to deploy at each airport for new features to be available;
- Greater consistency across and airlines network – publish once, available everywhere.

ACUS – Next Generation Functionality

In addition to offering standard common use functionality, ACUS provides a wealth of next generation functionality that simplifies and improves operations whilst lowering operational costs and complexity:

- Providing airports with a single cloud platform that can serve common-use (CUPPS), and back-offices touchpoints both in and off the airport;
- Making a large array of application types available to provide users with the richest range of functionalities for passenger processing and back-office operations;
- Introducing the ACUS Store to enable airports to stay on top of the latest services in the industry and only pay for what they really need;
- Providing the ability to self-manage applications deployment to improve control and autonomy of airports.

Multi-Service Platform

The ACUS platform enables cloud availability of applications for usages at staff-operated positions (native and/or CUPPS compliant applications) and back-office operations. The virtualisation technology and multiple interfaces available on the platform enables Amadeus to securely host a multitude of airline applications including: native and/or CUPPS compliant DCSs, Terminal emulator, GUI or Common Language Front-end (CLF).



In addition to airline applications, ACUS can support other applications essential to the passenger processing and back-office's needs. In many cases, these applications, such as access to flight information, are provided by the airport as a service to their customers. ACUS can support these applications either by centrally hosting within the application virtualisation platform or by accessing via browser on the workstation.

This multi-service platform provides the following benefits:

- Single point of access to all applications. Significantly reducing network and infrastructure complexity for the airport and application providers;
- Streamline the application integration, upgrade and availability processes across all the airports' touchpoints;
- Streamline the support efforts with a centralised model that minimises local impacts. Airports can focus on their operations;
- Flexibility in support for different types of applications to meet individual touchpoints and user requirements;
- Airlines to leverage central hosting of applications to enable multi-airport access.
- Airports to leverage central hosting of applications to enable other airports' applications at their site;
- Enables users to access any application they need to effectively and efficiently perform their role of processing passengers quickly and accurately resulting in an improved customer experience for the airport and airline.

Widest range of functionality to the industry

Amadeus is committed to help our customers embracing cloud technologies and taking the best of the multiple advantages it presents. Therefore, ACUS does not only facilitates the accessibility of Departure Control Systems (DCS) and or airlines applications (DCS) to be used at check-in and gate counters. ACUS keeps expanding its functional diversity in integrating a multitude of non-DCS applications to be used at other locations at the airport. These applications can be beneficial for both passenger processing and back-offices touchpoints as it includes agent's widgets, common situational awareness portal, voice announcement systems, administrative applications, productivity tools, resource management systems, weight and balance applications, ticketing, security systems, etc.

Amadeus is continuously integrating new applications to seamlessly provide users with the widest functional diversity of the industry. Enabling airports to serve their customers with many additional services and functionalities that go further than check-in and gates. Such as:

- Equip baggage processing managers with an ACUS tablet to remotely access his administrator user interface at any time;
- Equip airline administrative staffs, working in back-office operations, with productivity tools (e.g., MS Office 365) on an ACUS workstation;



- Equip check-in agents with chat applications to be able to communicate between team members in real-time;
- Equip the custom services with regulatory assistance applications;
- Equip the security team with applications to check travel documents of passengers (e.g., Visa checks);
- Equip ticket information desks with booking and reservation applications, as well as flight information systems to provide ticketing services and update passengers on flight status.
- Equip Customer Services agents with payment application to sell ancillary services (e.g., Airline lounges and fast track) to passengers.
- Equip passenger processing agents with rostering tools to be aware of their next break/shifts.
- Equip a roaming administrative agent with an ACUS tablet to access resource management applications and keep being up to date about his operations.
- Equip all handling agents with common situational awareness tools (Airport Collaborative Decision Making) to be informed of airports operations.
- Equip agents with digitalised corporate manuals (such as ancillary services catalogues and DCS manuals) accessible from the check-in counters, so they can refer to them whenever needed whilst optimising space on their workstation.
- Equip baggage lost and fund services with baggage tracking applications.
- Equip back-office operations with weight and balance application.

The ACUS Store

It is crucial for airports and airlines to always stay on the edge of the industries' latest to keep competitive and innovative advantage. Airports want to know the services that are available on the market so they can have the flexibility to genuinely select the applications at are best fit of their operations.

With this in mind, Amadeus has created the [ACUS Store](#), which lists all the applications that are available on the ACUS platform. Applications are of all kinds and can be used for various scenarios. Applications are coming from both Amadeus and non-Amadeus providers, to ensure the widest range is proposed to users. From this Store, users are able to browse through a multitude of applications, or search for a specific one, to find new services that could add value to their business. In addition, users are kept up to date on the latest releases, the ACUS Store notifies the users about applications that have been recently added or updated on the store.

Unlike traditional common use environments where airports and “Cutters” react upon an airline request to deploy a new application, the information is now “pushed” to airports as soon as they are ready on ACUS. Airports can proactively deliver new services to their customers thereby increasing their quality of service and removing the dependence on common use providers.

Airports and airlines only pay for the services that they want to be deployed at their airport. Ensuring there is no unnecessary cost for the customers, the decision of deploying an application service entirely remains under the airports and airlines' control. You only pay for what you need.



With the ACUS Store, users can take advantage of the following benefits:

- Discover new applications that can lead to better quality of service to airline customers;
- Help the airport stakeholders to stay on top of the latest applications on the market to always keep competitive advantage;
- Access to a wide range of applications kinds and providers to help them better managing operations;
- Helps airports in being more proactive on the services to be deployed at their premises and provide a better quality of service;
- Better control costs in only paying for applications that are relevant to the user needs – not more.

Self-manage Application Access

ACUS provides self-service capabilities with the functionality to self-manage the applications roll-out and removal. With ACUS, administrators are be able to:

- View applications deployed at the airport;
- Assign an application to a new user group;
- Un-assign an application from a user group;
- Deactivate an application.

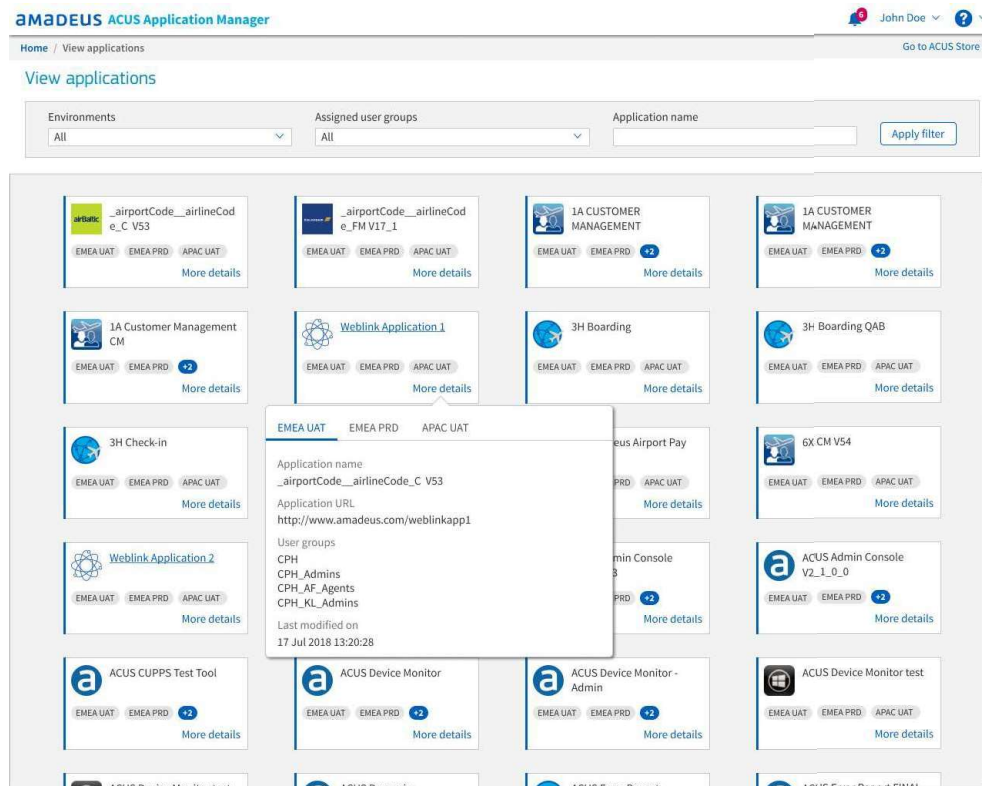


Figure 9: Global view of applications deployed at the airport and user groups assigned



These functionalities give administrators more control over the deployment of application and be more reactive on airlines requests for new services to be deployed. With such solution, Airports and airlines do not need to make requests to Amadeus anymore for a new app/version to be deployed/removed.

Besides, Airports can take more control over the deployment, deciding which application can be deployed to which user group at what time. As an example, an airport can decide to deploy a new application to only one User Group, to test adoption before roll-out.

The screenshot displays the 'AMADEUS ACUS Application Manager' interface. At the top, there is a navigation bar with 'Home / Manage application access' and a user profile 'John Doe'. Below this is a search bar for 'Application name' with an 'Apply filter' button. The main area is a grid of application cards, each with a checkbox, a 'More details' link, and environment tags (e.g., EMEA UAT, EMEA PRD, APAC UAT). A right-hand panel titled 'Application list' shows a list of selected applications with checkboxes and 'Remove from the list' options. The 'Environments' section in this panel shows checked boxes for EMEA UAT, APAC UAT, and APAC PRD for the selected applications.

Figure 10: Administrator selects applications he wants to assign or unassigned to his user group(s)

Such solution provides following benefits:

- Speed up deployment process with no dependency on common use vendors to place a change request;
- Increase quality of service to airlines and ground handlers in deploying new applications quickly;



- Increase flexibility for airports to test new application/processes at airports before global roll-out and/or moving out from the change;
- Empower administrators to better control application deployments, e.g., Airports, as a service provider, can better control which application is available to his customers and make appropriate changes.

ACUS – Improved Common Use Maintenance and Support

Long-life reliable HW

ACUS as cloud-based platform that does not require high performance compute. This has allowed Amadeus to move away from traditional PCs to simpler thin client workstations. These workstations connect to the airport LAN and typically have a number of attached peripherals depending on the role of the workstation (e.g., check-in, boarding gate, etc.).

The distinguishing feature of thin client workstations, in comparison to traditional PCs, is that thin clients are 'solid state' devices and have no moving parts. Consequently, thin clients are:

- More energy efficient – utilising less energy than a conventional PC;
- More reliable – according to Gartner: the MTBF of the average thin client is roughly 175,000 hrs, compared to the PC average of approximately 25,000 hrs;
- More space-efficient – a number of physical configurations are available which reduce the size of furniture needed;
- More secure – with limited or disabled ports, user administrative privileges removed, restrictions on user-installed applications, client integrity through maintenance of a single 'image' for all thin clients at an airport, and the ability to re-image the devices over the network.

Reduced operational costs and greenhouse gas emissions

The elimination of local servers, the consolidation of services, and the use of thin client workstations, with their much lower energy requirements, will deliver significant cost and environmental benefits to the airport. This includes:

- Reduced operational costs;
- Reduction in associated greenhouse gas emissions – improving the environmental footprint for airports.

Improved Operational Resilience

The ACUS platform is 'in the cloud', physically hosted in multiple, geographically dispersed data centres to ensure the levels of service availability needed by a service critical to airports, airlines and ground handlers. The state-of-the art virtualisation technology dynamically and seamlessly balances the processing load both within and between the data centres reducing the potential impact of inevitable equipment failures.



Amadeus Airport Common Use Service

ACUS: One Common Platform

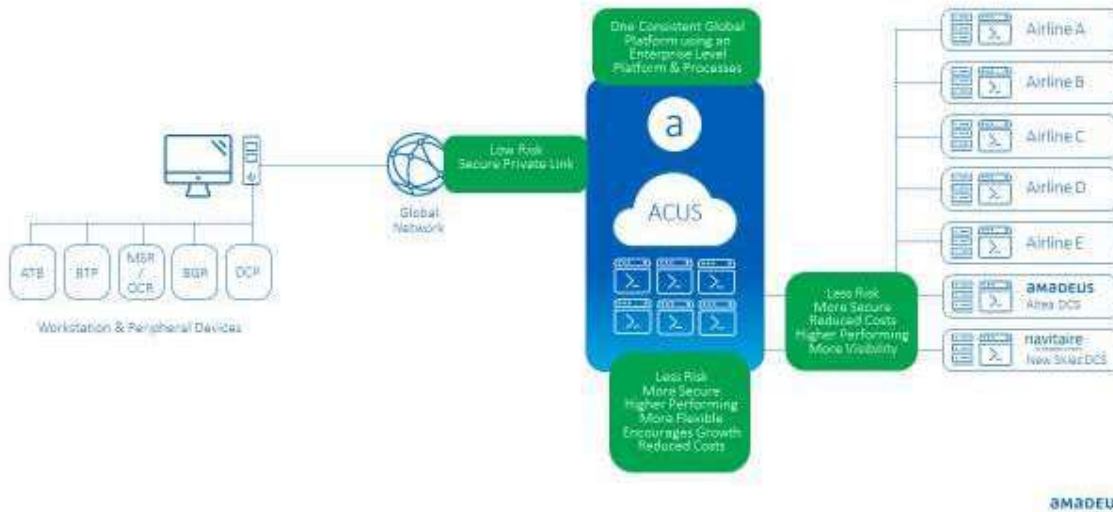


Figure 11: ACUS Built in resilience

As a consequence:

- ACUS is a highly resilient service;
- ACUS ensures the smooth operation of passenger processing for airports, airlines and ground handlers.

Security and Service Availability

Amadeus has designed ACUS to meet the levels of security appropriate to a system that is essential to the operational needs of airports of all sizes and complexities. The following Security Principles have been followed for the entire ACUS environment.

Access Security

- All users are required to authenticate themselves before they can access the System;
- Multiple levels of user access rights are maintained limiting users to just the rights they need to perform their user role.

System Hardening

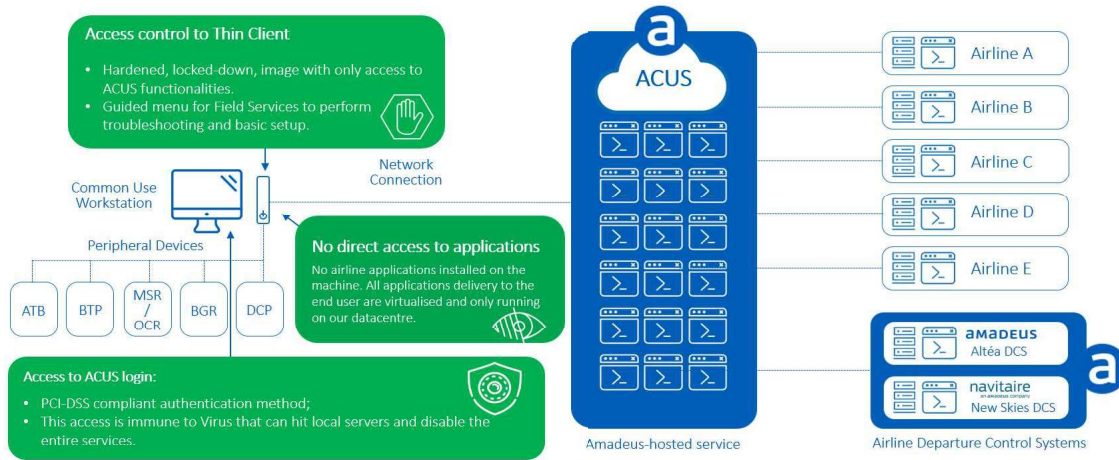
- Only “authorized” equipment can be attached to Thin Clients (USB lockdown);
- Thin clients implement a write filter that prevents changes to files and applications during normal system operation reducing the reach of malicious access to the system.

Secure, Highly Available Server environment with:

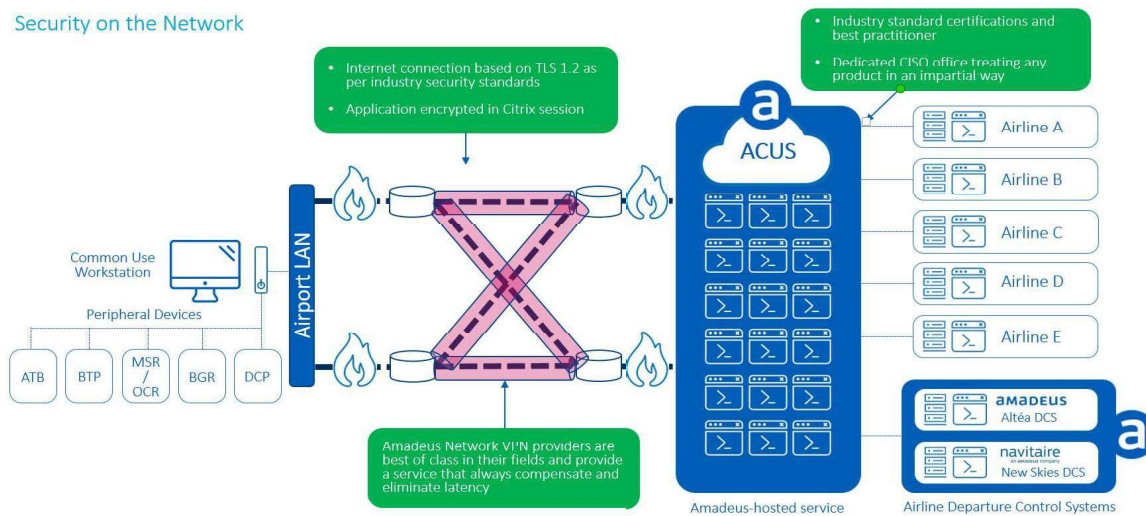


- Fully controlled, monitored and regulated physical access
- Multiple active power and cooling distribution paths with redundant, fault-tolerant components
- No single point of failure
- Automated Fire alarming and protection
- Service availability is $\geq 99.95\%$

Security in local



Security on the Network





Security - Datacenter

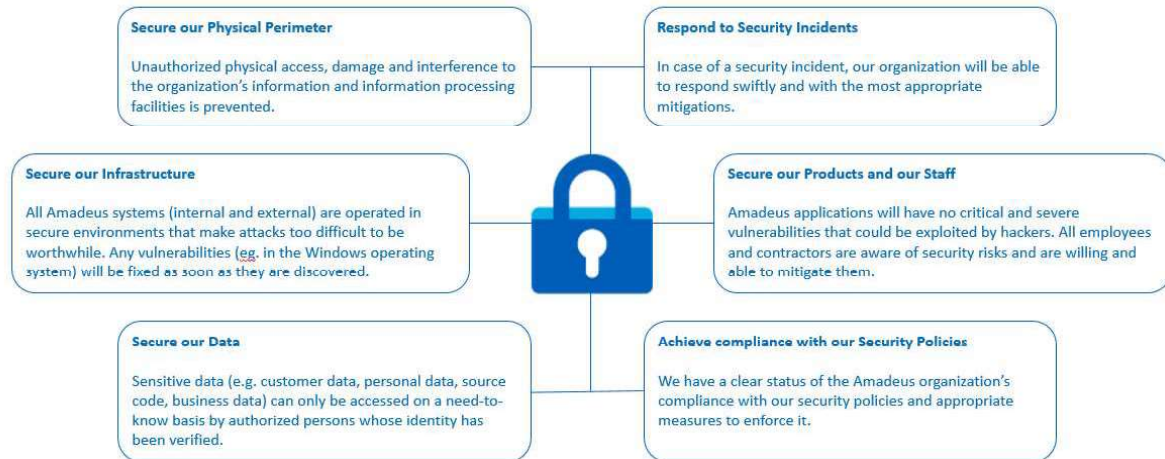


Figure 12: ACUS built in security

ACUS User Interface

The Amadeus ACUS user interface design focuses on **maximizing usability and the user experience** whilst maintaining simplicity. The goal of the Amadeus ACUS user interface design is to make the agent's interactions and job functions as simple and efficient as possible. This design ensures that minimal training is required for an agent to use ACUS.

The Amadeus ACUS uses a commercially available application virtualisation technology to enable user access to the Airline DCS's hosted on the ACUS platform via any contemporary internet browser.

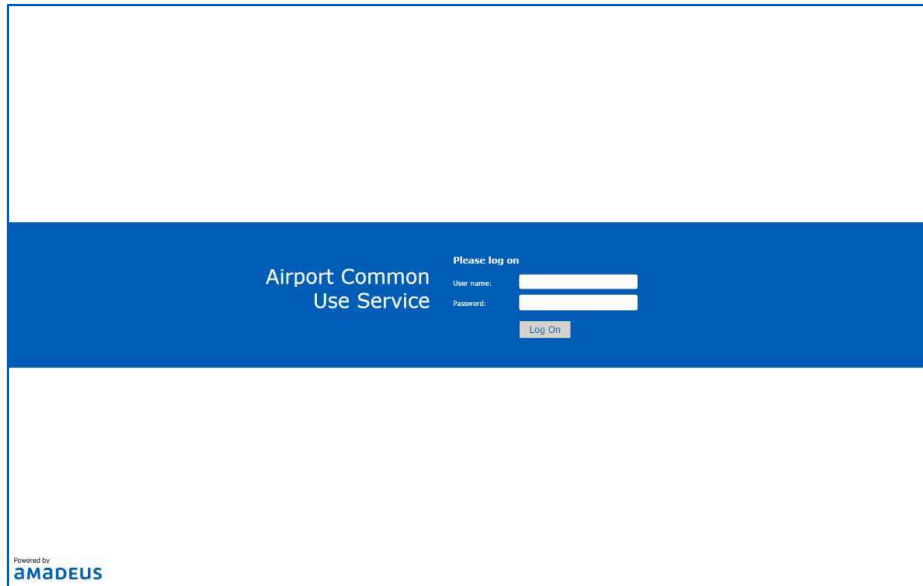


Figure 13: ACUS user login web page

After user authentication, this browser-based user interface provides the user with a series of icons representing the applications (typically Airline DCS) for which they are authorised to access.

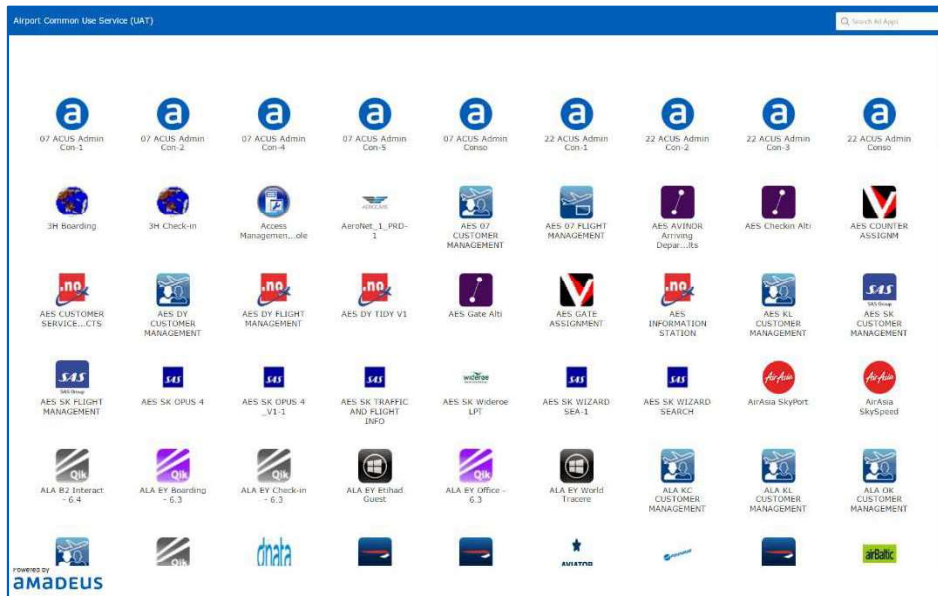


Figure 14: ACUS user interface with indicative Airline DCS application icons

To launch an application, the user simply utilises a mouse or pointing device to double-click on an icon. Depending on the type of application launched, the user is then typically presented with:



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A graphical user interface – as in the case of Amadeus Altéa:

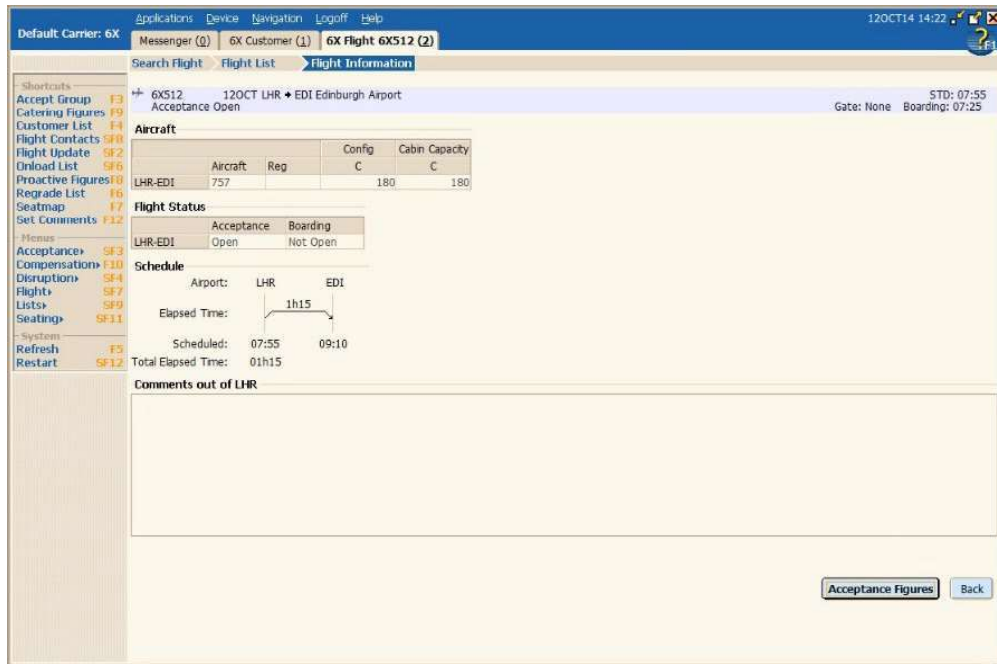


Figure 15: Altéa CM user interface – as accessed via ACUS

A 'green screen' terminal emulator that allows the user to enter cryptic entries – as in the case with U2 eRes:

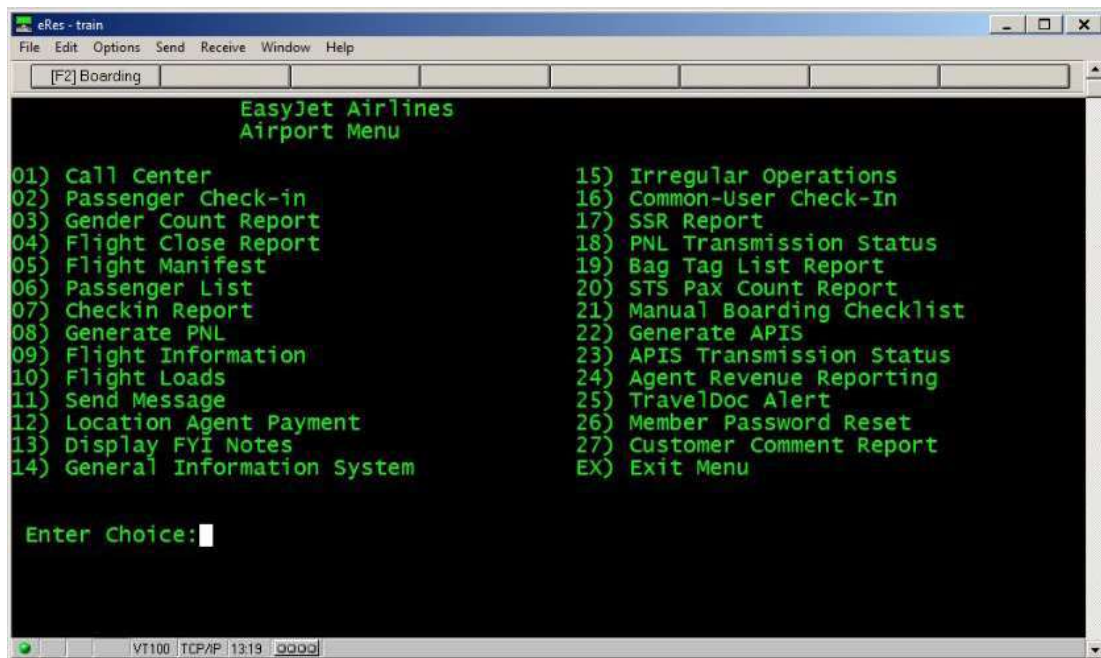


Figure 16: EasyJet eRes terminal emulator – as accessed via ACUS



ACUS User Management

ACUS is configured to support multiple organisational groups, e.g. airlines, airports and ground handlers. This both provides security of access, only users with an individual account can access the system, and allows management of the applications users can access, i.e. users can only see the applications they need to perform their duties.

As part of the implementation project, Amadeus will perform the initial configuration of the organisational groups and create the set of users needed for day 1 operations. To facilitate this, PIE will need to provide a full list of users from each organisation from which Amadeus will generate the initial set of user accounts. The information required includes:

- Name
- Organization
- User or Admin
- Email address

Once accounts are created, each user will receive two emails which are sent to the email address provided. The first email will contain the user name that will be used to log into the system. The user name is derived from the following information:

- Airport Code, i.e. NRT
- User's organization, e.g. JQ
- User's name

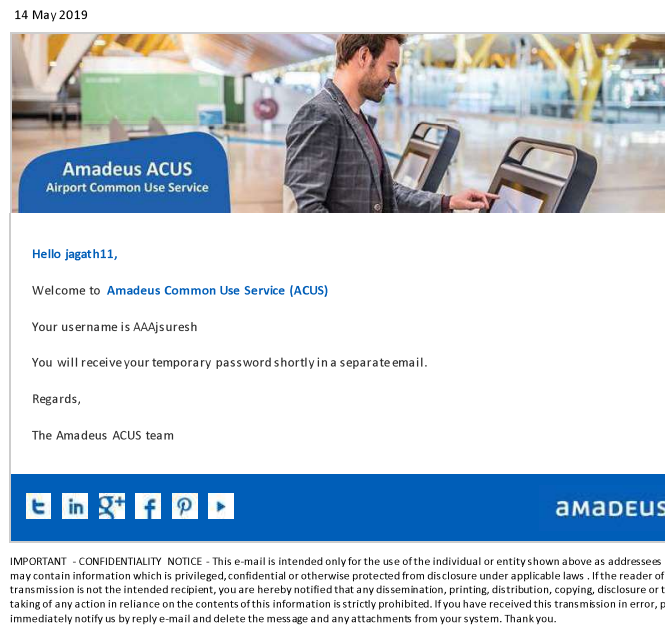


Figure 17: User name notification email



The second email will contain the user's initial password. The password will need to be changed when the user first logs in to the system.

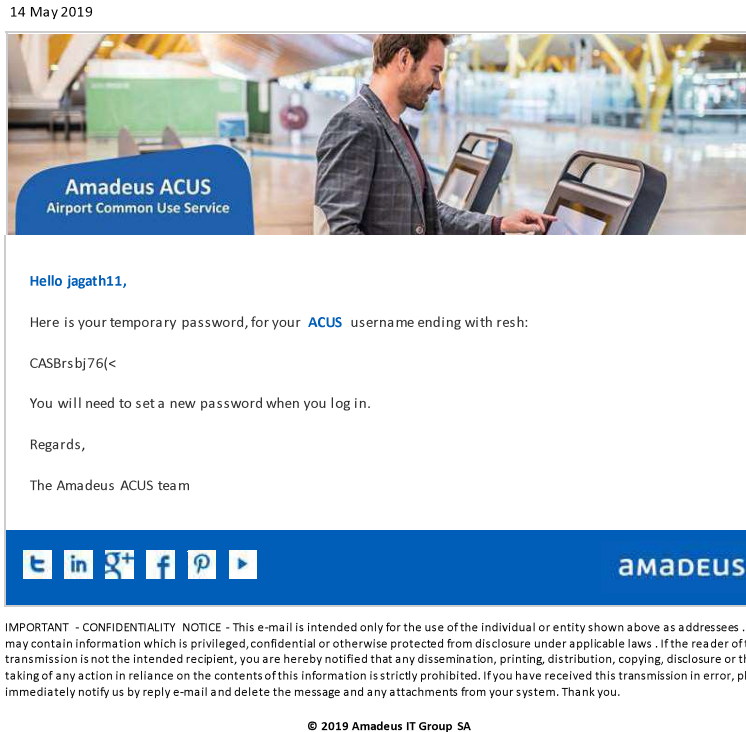


Figure 18: Temporary password notification email

Each organisation using ACUS has one or more 'admin' class users that can manage individual users. Post-implementation, the admins of each organisation will be able to use the ACUS User Administration Console to manage the users within their group. The admin users can:

- Add/retire users
- Promote users to admin status
- Modify user contact details, such as their email address
- Unlock a user account
- Reset a user's password

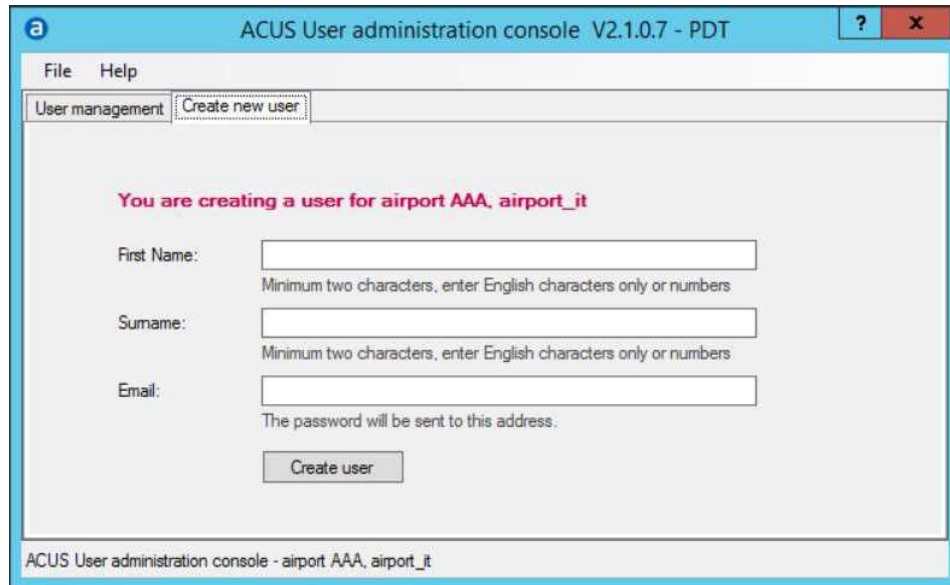


Figure 19: Creating an ACUS User



Figure 20: Password reset rules

The ACUS User Administration Console is an application that is directly accessible from the ACUS StoreFront.

This local self-user management tool will provide any organisation with a quick and easy way to manage and troubleshoot any user accounts that have been locked, disabled or need to be updated or reset.

In addition to providing admins with the ability to reset a user password, ACUS also permits a user to request a password reset if they have forgotten their password.



Every time a user logs in to ACUS, it is recorded in the ACUS system logs to provide a full audit trail of system access. This information is not only used for security purposes but also to provide records of use of ACUS by organisations and the applications they use during the time they are logged into the system. This is covered in more detail in the ACUS Reporting and Dashboards section of this document.

ACUS Reporting

ACUS provides airport customers with a comprehensive set of standard reports. These reports are grouped into the following report categories:

1. Application Usage Report
2. Peripheral Usage Report
3. ACUS Storefront Usage Report

The following section describes each category and lists the individual data points included in the reports. In addition, this section describes the external interfaces and how customers will be provided with this data.

The following reports are only available for the Production (PRD) environments.

Application Usage Report

The *Application Usage Report* lists the application sessions usage times. This report only contains the application that were operated from the ACUS back-end. The applications are listed per airport, location and ACUS User organization, for a given time period. Reports will only contain terminated sessions. The report will contain the following data:

- **Report Period Start:** time stamp of the reporting period start
- **Report Period End:** time stamp of the reporting period end
- **Airport Code:** the IATA code of the airport for which the reporting is made
- **Workstation Name:** the identification number of the workstation used (CUPPS compliant Computer Name)
- **Terminal Identifier:** based on CUPPS compliant Computer Name
- **Functional Category:** based on CUPPS compliant Computer Name and functional category (e.g for a gate: GT (GATE))
- **ACUS User Organization:** the organization code and name of the agent using the application (e.g. Scandinavian Airlines: SK(Scandinavian Airlines))
- **Application Name:** the name of the application that is activated by the user
- **Session Start Time:** time stamp at which the application session has started in GMT.
- **Session End Time:** time stamp at which the application session has ended in GMT
- **Duration (in Min):** duration time in minutes of the session



Peripheral Usage Report

The Peripheral Usage Report provides customers with an aggregated view of the usage of the ACUS Peripherals. The usage of peripherals will be categorized per Airport, location and ACUS User organization, for a given time period. The report will contain the following data:

- **Report Period Start:** time stamp of the reporting period start
- **Report Period End:** time stamp of the reporting period end
- **Airport Code:** the IATA code of the airport for which the reporting is made
- **Workstation Name:** the identification number of the workstation used (CUPPS compliant Computer Name)
- **Terminal Identifier:** based on CUPPS compliant Computer Name
- **Functional Category:** based on CUPPS compliant Computer Name and functional category
- **ACUS User Organization:** the organization code and name of the agent using the application
- **Peripheral Device:** number of usage events for each peripheral
 - **Airline Ticket and Boarding Pass Printer (ATB):** Total number of coupons printed
 - **Bag Tag Printer (BTP):** Total number of tags printed
 - **Boarding Gate Reader (BGR):** Total number of successful BGR-boarded passengers

ACUS Storefront Usage

The ACUS Storefront Usage Report will list the ACUS Storefront sessions per airport and location for a given time period. The report will indicate the ACUS environment from which the user was connected to, as well as the type of connectivity used and the method of disconnection. Reports will only **contain terminated sessions** and report on session end times. Therefore, the beginning of a session can start prior to the reporting cycle.

The report will contain the following data:

- **Report Period Start:** time stamp of the reporting session start
- **Report Period End:** time stamp of the reporting session end
- **Airport Code:** the IATA code of the airport for which the reporting is made
- **Workstation Name:** the identification number of the workstation used (CUPPS compliant Computer Name)
- **Terminal Identifier:** based on CUPPS compliant Computer Name
- **Functional Category:** based on CUPPS compliant Computer Name and functional category
- **ACUS User Organization:** the organization code and name of the agent using the application
- **Data Center:** Code of the Data Center used for the session (e.g. APAC or EMEA or AMER)
- **Connectivity:** the type of connectivity used for the session (e.g. .COM or .NET)
- **Storefront Start Time:** time stamp at which the ACUS Storefront session has started in GMT.
- **Storefront End Time:** time stamp at which the ACUS Storefront session has ended in GMT
- **Duration (in Min):** duration time in minutes of the ACUS Storefront session



- **Disconnected Method:** method the user disconnected from the sessions (e.g. Explicit, time-out)

Scheduled e-mail reports

The *Scheduled e-mail reports* are provided to customers via e-mail before the 5th of each month. The reported data will contain all the usage at the customer's airport(s) that occurred during the previous month. PIE will not require any documentation or training.

As part of the ACUS implementation project, the ACUS customer will provide a functional group email address and Amadeus will configure the delivery of the standard reports.

During the implementation of ACUS at an Airport, the ACUS reporting system will be setup to provide the following reports:

- Past Month Application Usage Report
- Past Month Peripheral Usage Report
- Past Month ACUS Storefront Usage Report

During the implementation, the team can review other reporting intervals on a case-by-case basis.

The e-mail will be sent to an address that is managed by the Airport. The reporting tool will attach the reports as CSV files to the emails.

- **From:**

- acus-reports-noreply@amadeus.net

- **To email:**

- Airport Functional Group email
- Amadeus Account Manager
- Amadeus Airport Delivery Manager

- **Subject:**

- Amadeus ACUS \$Report name\$ - \$Customer name\$

- **Message:**

Dear \$CustomerName\$,

Please find attached the ACUS \$Report name\$ for the last month. This report contains usage data from the \$Reporting Time start\$ to the \$Reporting Time End\$.

This is an automated e-mail, should you have any question, please contact your Airport Delivery Manager but do not reply to this sender directly.



Best regards,
Amadeus ACUS Reporting Team
www.amadeus.com/airport

Data Feed

As an additional option, the data can also be provided to customers via a data feed. Peripheral Usage data will be transferred near real-time to the customer's data hub.

To connect to this interface, Amadeus will provide customers with the documentation of the interface specification for PIE to implement.



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Sample ACUS Reports

Report Period Start	Report Period End	Airport Code	Workstation name	Terminal Identifier	Functional category	ACUS User Organization	Application Name	Session Start Time	Session End Time	Duration (in Min)
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TCK002	1	CK (CHECK-IN)	AL (AIRLINE NAME)	ABC AL CUSTOMER MANAGEMENT	2017-11-05 10:25:36 GMT	2017-11-05 10:45:36 GMT	20
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TCK002	1	CK (CHECK-IN)	AL (AIRLINE NAME)	ABC AL FLIGHT MANAGEMENT	2017-11-05 10:30:36 GMT	2017-11-05 10:47:36 GMT	17
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TCK002	1	CK (CHECK-IN)	AL (AIRLINE NAME)	ABC AL WEB APPLICATION	2017-11-05 11:05:36 GMT	2017-11-05 11:35:36 GMT	30
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TGT005	1	GT (GATE)	GH (GROUND HANDLER NAME)	ABC GH WEB APPLICATION	2017-11-05 11:32:36 GMT	2017-11-05 11:36:36 GMT	4
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM2TGT006	2	GT (GATE)	GH (GROUND HANDLER NAME)	ABC GH CUSTOMER MANAGEMENT	2017-11-05 11:05:36 GMT	2017-11-05 11:11:36 GMT	6
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM2TBO007	2	BO (BACK-OFFICE)	GH (GROUND HANDLER NAME)	ABC GH BACK-OFFICE APPLICATION	2017-11-05 11:15:36 GMT	2017-11-05 11:57:36 GMT	42

Figure 21: Application Usage Report

Report Period Start	Report Period End	Airport Code	Workstation name	Terminal Identifier	Functional category	ACUS User Organization	ATB	BTP	BGR
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TCK002	1	CK (CHECK-IN)	AL (AIRLINE NAME)	140	283	298
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TCK002	1	CK (CHECK-IN)	AL (AIRLINE NAME)	252	1046	305
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TCK002	1	CK (CHECK-IN)	AL (AIRLINE NAME)	1022	577	1162
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TGT005	1	GT (GATE)	GH (GROUND HANDLER NAME)	1019	1080	1046
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM2TGT006	2	GT (GATE)	GH (GROUND HANDLER NAME)	756	681	1110
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM2TBO007	2	BO (BACK-OFFICE)	GH (GROUND HANDLER NAME)	597	1195	10

Figure 22: Peripheral Usage Report

Report Period Start	Report Period End	Airport Code	Workstation name	Terminal Identifier	Functional category	Data Center	Connectivity	Storefront Start Time	Storefront End Time	Duration (in Min)	Disconnected method
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TCK002	M	CK (CHECK-IN)	APAC	.COM	2017-11-05 10:25:36 GMT	2017-11-05 10:45:36 GMT	20	Time-out
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TCK002	1	CK (CHECK-IN)	APAC	.COM	2017-11-05 10:30:36 GMT	2017-11-05 10:47:36 GMT	17	Time-out
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TCK002	M	CK (CHECK-IN)	APAC	.COM	2017-11-05 11:05:36 GMT	2017-11-05 11:35:36 GMT	30	Time-out
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM2TGT005	2	GT (GATE)	APAC	.COM	2017-11-05 11:32:36 GMT	2017-11-05 11:36:36 GMT	4	Time-out
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TGT006	M	GT (GATE)	EMEA	.NET	2017-11-05 11:05:36 GMT	2017-11-05 11:11:36 GMT	6	Explicit
2017-10-31 00:00:00 GMT	2017-11-30 00:00:00 GMT	ABC	ABCM1TBO007	M	BO (BACK-OFFICE)	EMEA	.NET	2017-11-05 11:15:36 GMT	2017-11-05 11:57:36 GMT	42	Explicit

Figure 23: ACUS Storefront Usage Report



Scope of Work

The ACUS implementation at St. Petersburg-Clearwater International Airport encompasses the following components:

- Full hardware replacement with 5% spare units.

Gates:

- 9 dual-position gates, 4 on side A and 5 on side B.
- Hardware per Gate:
 - 2 Workstations
 - 1 Vidtronix MAP Printer
 - 1 Vidtronix MAP Cabinet
 - 2 OCR Units
 - 1 Boarding Gate Reader

Ticket Counters:

- 18 dual-position ticket counters, 11 on side A and 7 on side B.
- Hardware per Ticket Counter:
 - 2 Workstations
 - 1 Vidtronix MAP Printer
 - 1 Vidtronix MAP Cabinet
 - 2 MSR/OCR Units
 - 2 Bar Code Readers/Scanners

The table below shows all the hardware included:

Description	Quantity	Spares	Total
Dell Optiplex 3000 TC	54	3	57
Dell P1917S Monitor	54	3	57
Vidtronix MAP Cabinet	27	0	27
Vidtronix MAP USB RFID	27	1	28
Vidtronix USB Cable	54	3	57
Access BGR700 U	9	1	10
Access OCR 316E	54	3	57
Honeywell 1950G BCR	36	2	38



Description	Quantity	Spares	Total
Honeywell BCR Stand	36	2	38

Additionally, the scope of work includes:

- ACUS Workstation Subscriptions: 30 subscriptions.
- Fully Managed VPN: 2 Routers included as part of the solution.
- Professional Services: Deployment and implementation services.
- Airlines included: Allegiant Air and Sun Country Airlines.
- 5-Years Maintenance and Support: Level 2/3 services.

Exclusions

The following items are excluded from this scope of work:

- The airport will provide all necessary infrastructure, including millwork and LAN network components.
- All passive and active power and network data connections for devices are the responsibility of the airport.
- The airport will handle Level 1 support services, including hardware device maintenance, replacement, RMAs, and onsite troubleshooting.
- The airport will provide HP Laserjet 4001n B&W document printers.
- The airport will provide ISP internet links.
- Airport will supply consumables such as paper stock, print heads, etc.
- The airport will provide remote VPN access for Amadeus implementation and support staff.
- The airport will provide access to installation locations via escort or badging.
- No third-party integrations are included in this proposal.



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Pricing

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

Item	Description	Qty.	Unit	Unit Sell Price	Total Sell Price
HARDWARE					
1	Dell OptiPlex 3000 SFF	57	EA	\$520.00	\$29,640.00
2	Dell P1917S	57	EA	\$227.50	\$12,967.50
3	Vidtronix Cabinet	27	EA	\$1,495.00	\$40,365.00
4	Vidtronix MAP USB RFID	28	EA	\$3,185.00	\$89,180.00
5	Access: BGR700 U	10	EA	\$942.50	\$9,425.00
6	Access: OCR316E	57	EA	\$455.00	\$25,935.00
7	Honeywell HSM-1950GSR2USBN – Xenon XP 1950 KIT, CORDED, SR, BLK, USB, NA	38	EA	\$327.89	\$12,459.82
8	Honeywell STND-15R00-000-6 - Stand: gray, 15cm (6in) height, rigid rod, large oval weighted base, Xenon cradle	38	EA	\$44.49	\$1,690.62
9	Vidtronix USB Cable	57	EA	\$9.75	\$555.75
10	Freight and Shipping	1	LOT	\$8,546.86	\$8,546.86
HARDWARE SUBTOTAL					\$230,765.55
PROFESSIONAL SERVICES					
11	Project Manager	1	LOT	\$24,960.39	\$24,960.39
12	Implementation Engineer	1	LOT	\$105,377.97	\$105,377.97
13	Training		LOT	\$12,317.01	\$12,317.01
PROFESSIONAL SERVICES SUBTOTAL					\$142,655.37
SAAS SUBSCRIPTION: <i>Anticipated Start Date: July 1, 2024</i>					
14	ACUS Subscription Year 2024	6	MTH	\$2,688.22	\$16,129.32
15	ACUS Subscription Year 2025	12	MTH	\$2,688.22	\$32,258.64
16	ACUS Subscription Year 2026	12	MTH	\$2,688.22	\$32,258.64
17	ACUS Subscription Year 2027	12	MTH	\$2,688.22	\$32,258.64
18	ACUS Subscription Year 2028	12	MTH	\$2,688.22	\$32,258.64
19	ACUS Subscription Year 2029	6	MTH	\$2,688.22	\$16,129.32
ADMINISTRATION SUBTOTAL					\$161,293.20



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Item	Description	Qty.	Unit	Unit Sell Price	Total Sell Price
WARRANTY AND SUPPORT: <i>Anticipated Start Date: July 1, 2024</i>					
20	S&M Year 2024	6	MTH	\$2,501.12	\$15,006.72
21	S&M Year 2025	12	MTH	\$2,550.12	\$30,601.44
22	S&M Year 2026	12	MTH	\$2,610.46	\$31,325.52
23	S&M Year 2027	12	MTH	\$2,714.88	\$32,578.56
24	S&M Year 2028	12	MTH	\$2,737.36	\$32,848.32
25	S&M Year 2029	6	MTH	\$2,846.85	\$17,081.10
WARRANTY AND SUPPORT SUBTOTAL					\$159,441.66
TOTAL					\$694,155.78

EXHIBIT 4 – Additional Contract Terms

This Exhibit E is an exhibit to the Pinellas County Standard Terms & Conditions Goods & Services Agreement (the “Standard Terms”), and together with other mutually agreed incorporated documents, constitute the Agreement as that term is defined in the Standard Terms.

1. CHARGES

1.1 COUNTY shall pay CONTRACTOR the Charges as referenced in Attachment 4 (Charges) hereto.

2. SERVICES AND CUSTOMER OBLIGATIONS

2.1 In consideration of payment of the Charges, CONTRACTOR shall provide the Services, including the Solution Service as described in Attachment 2 (Solution Services,) to COUNTY and Authorized Users from Cutover subject to the following:

2.1.1 CONTRACTOR will implement the Solution Service in accordance with Attachment 3 (Implementation Services) in order to build the Service Delivery Model (Attachment 6) through which the Solution Service is provided.

2.1.2 CONTRACTOR will use commercially reasonable efforts to provide the Solution Service in accordance with Attachment 7 (Service Levels). The Service Levels are the only service levels that apply to the Service, are advisory only and create no warranty or obligation as to result or performance except solely any service level credits stated therein.

2.1.3 CONTRACTOR will provide Equipment in accordance with Attachment 4 (Equipment Terms and Conditions).

2.2 COUNTY shall meet the following obligations (noncompliance shall be a Savings Event):

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

2.2.2 COUNTY shall ensure that airlines and ground handlers managed through the Solution Service work collaboratively and expeditiously with and shall provide all reasonable assistance to CONTRACTOR to achieve the implementation.

2.2.3 COUNTY shall obtain all requisite permissions from Authorized Users (including airlines, ground handlers and their respective subcontractors, as applicable) to allow CONTRACTOR and any CONTRACTOR' Third-Party to access, host and process all applicable applications and any passenger data and other sensitive data contained therein in connection with this Agreement.

- 2.2.4 COUNTY shall obtain and is responsible for maintaining all governmental and regulatory (Including from the CBP) licenses, authorizations, approvals, consents or permits required to enable CONTRACTOR to supply, deliver, implement, and operate the Solution Service. COUNTY will use best endeavours 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 Solution Service, as applicable.
- 2.2.5 If the Solution Service 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 COUNTY shall use best endeavours to procure that CBP facilitates and cooperates with the parties in connection with any changes necessary to the Solution Service. Additional costs in connection with the changes will be chargeable to COUNTY.
- 2.2.6 COUNTY will provide LAN and internet access for ABS at no charge to CONTRACTOR and any requisite permissions from COUNTY third party network providers in relation to use and capacity of networks as contemplated hereunder.
- 2.2.7 COUNTY shall be responsible for the on-site management of COUNTY's end (i.e., from COUNTY's gateway and internal network portion of the COUNTY provided internet connection) required to connect to the CONTRACTOR Data Center.
- 2.2.8 COUNTY shall participate in CONTRACTOR provided train-the-trainer training for COUNTY operational staff in the use of the Solution Service.
- 2.2.9 COUNTY is ultimately responsible for ensuring that the Service is operated on site at the Airport in accordance with applicable legal and regulatory requirements, including complying with requirements relating to eligibility to use biometrics.
- 2.2.10 COUNTY shall provide adequate secure storage space on site at the Airport for Solution Service-related hardware during the Implementation Project, and for such hardware spares post implementation, at no charge to CONTRACTOR.
- 2.2.11 COUNTY will provide a COUNTY Help-Desk solely for the purposes of (1) receiving Incident reports from third parties or COUNTY personnel, (2) verifying basic power and network connectivity, and (3) if the problem is not a basic power or network connectivity issue, then the COUNTY Help-Desk must report the Incident to the CONTRACTOR Help-Desk for resolution. COUNTY will cooperate in good faith with CONTRACTOR as may be requested by CONTRACTOR to identify and resolve the Incident.
- 2.3 The services are based on CONTRACTOR' 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.

- 2.4 CONTRACTOR has no control over third parties involved in the project and the provision of Solution Service. COUNTY 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. COUNTY shall ensure that such Authorized Users and third parties follow the implementation and configuration schedule provided by CONTRACTOR 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 CONTRACTOR and could result in delays to COUNTY.
- 2.5 The Solution Service project timeline and continued use of the Solution Service is specifically dependent on the existence, execution, and continuation of requisite agreements between, as applicable, COUNTY, the Airport, airlines, and ground handlers to enable the utilization of the Solution Service. As between CONTRACTOR and COUNTY, COUNTY is responsible for obtaining such agreements and/or ensuring those agreements are obtained. COUNTY shall ensure that such entities/persons provide reasonable assistance to CONTRACTOR with respect to any CONTRACTOR requested coordination between such entities/persons and CONTRACTOR.
- 2.6 Authorized Users that may use the Solution Service within the use rights granted in this Agreement are the following: COUNTY, airlines and ground handlers selected by COUNTY (including their respective Personnel), using, or serviced on the Solution Service by COUNTY in the scope of this Amendment at check-in counters, transfer counters, gates, and arrivals counters.

3. SAVINGS EVENT

- 3.1 CONTRACTOR 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, CONTRACTOR shall where reasonable and as soon as reasonably possible notify COUNTY about the occurrence of such Savings Event.
- 3.2 Third Parties
- 3.2.1 The extent to which CONTRACTOR is responsible for procuring use rights or licenses for Third-Party Solutions or Third-Party Data shall be as set out in Attachment 6 (Service Delivery Model).
- 3.2.2 Where CONTRACTOR incorporates into the Solution Service or CONTRACTOR Platform any intellectual property or proprietary information that includes IPR owned by a Third-Party, any ownership, use rights, warranties or indemnities granted to COUNTY, 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 CONTRACTOR 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 CONTRACTOR to continue to license the affected item on the terms set out in the Agreement or perform the Ongoing Services as a result of such change.

3.2.3 Third-Party Connections and Applications

- (a) The following (non-exhaustive) list of conditions are applicable to any Solution Service that requires connection, download, testing, installation integration, hosting or update management or interface by CONTRACTOR with any COUNTY, Authorized User or their Third-Parties IPR. The failure or occurrence of any of the following, as applicable, shall be a Savings Event:
- (i) CONTRACTOR is not responsible for the IPR, application, services or acts or omissions of COUNTY, Authorized User or Third-Party, or failure of COUNTY, Authorized User or Third-Party to provide their IPR, application, update or service;
 - (ii) CONTRACTOR is not responsible for performing quality control or validation of any information, data or IPR (or connection thereto) provided by COUNTY, Authorized User or Third-Party that the relevant COUNTY, Authorized User or Third-Party or CONTRACTOR is unable to support or process;
 - (iii) COUNTY shall ensure that COUNTY, Authorized User or COUNTY Third-Party IPR does not contain advertising, announcement, solicitation, imagery, video, sound, music, hypertext link, or any other form of information, material, or communication that infringe any IPR;
 - (iv) COUNTY 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 COUNTY and their Third-Parties as required for CONTRACTOR to provide the Solution Service and host, access and use COUNTY, Authorized Users and their Third-Party IPR; and
 - (v) CONTRACTOR is not responsible for costs associated with hosting, maintenance, upgrades, virus fixes, or installation of COUNTY, Authorized Users, or their Third Parties' IPR. Such IPR is hosted by CONTRACTOR at COUNTY, Authorized Users, or their Third-Parties own risk.

4. PERSONAL DATA

- 4.1 In the provision of the Solution Service, CONTRACTOR shall Process Personal Data on behalf of COUNTY. This Processing includes such activities as specified in the Solution Service descriptions under the Agreement. COUNTY remains responsible for compliance with provisions of Data Protection Legislation applicable to COUNTY.
- 4.2 CONTRACTOR shall only Process Personal Data pursuant to COUNTY's Instructions, except to the extent applicable Law prevents CONTRACTOR from complying with such Instructions or requires Processing of Personal Data other than as instructed by COUNTY. COUNTY acknowledges that CONTRACTOR may transfer Personal Data to

global locations in the provision of the Solution Service and, any such transfer will be in accordance with applicable Data Protection Legislation applicable to CONTRACTOR.

4.3 CONTRACTOR shall ensure that any personnel authorised by CONTRACTOR to access the Personal Data are subject to a duty of confidentiality in respect of the Personal Data.

4.4 CONTRACTOR shall ensure that Processing of Personal Data is subject to appropriate technical and organisational measures against unauthorised 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 CONTRACTOR.

4.5 Subcontractors

4.5.1 CONTRACTOR Data Processing Subcontractors include Microsoft Azure and potentially CONTRACTOR Affiliates. CONTRACTOR shall inform COUNTY of new Data Processing Subcontractors used in Processing of Personal Data as of the Effective Date. CONTRACTOR will inform COUNTY of any changes to such Data Processing Subcontractors made after the Effective Date. CONTRACTOR will impose the Personal Data Processing obligations set out in this Section 6, or their substantial equivalent, on such Data Processing Subcontractors. COUNTY hereby grants CONTRACTOR a general written authorisation to engage Data Processing Subcontractor in the Processing of Personal Data in accordance with the provisions set out in this Section 4.

4.5.2 If COUNTY, after having received notice in pursuant to Section 4.7.1 above:

- (i) acting reasonably, objects to the use of a Data Processing Subcontractor, on the basis that such use would adversely affect COUNTY's ability to comply with the General Data Protection Regulations; and
- (ii) COUNTY notifies CONTRACTOR promptly in writing within fourteen (14) calendar days after receipt of CONTRACTOR notice in accordance with Section 6.5.1 above providing details of the evidence of such grounds,

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

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

4.6 CONTRACTOR shall inform COUNTY of any requests/queries from a Data Subject, regulatory or law enforcement authority regarding Processing of Personal Data

hereunder and provide COUNTY with information and assistance that may reasonably be required to respond to any such requests/queries.

- 4.7 CONTRACTOR shall provide reasonable assistance to COUNTY in respect of the COUNTY's compliance with Data Protection Legislation applicable to COUNTY, taking into account the nature of the Processing undertaken by CONTRACTOR and the information available to CONTRACTOR.
- 4.8 CONTRACTOR shall at the choice of COUNTY, delete or return all Personal Data to the COUNTY after the end of the provision of the Solution Service relating to Processing unless CONTRACTOR is required to retain the Personal Data by applicable Law.
- 4.9 CONTRACTOR shall notify COUNTY without undue delay on becoming aware of a Personal Data Breach.
- 4.10 CONTRACTOR shall make available to COUNTY information reasonably necessary to demonstrate compliance with CONTRACTOR' Personal Data Processing obligations under this Agreement. All such provided information shall be considered and treated as CONTRACTOR Confidential Information.
- 4.11 The COUNTY warrants and undertakes that it has all necessary consents, approvals, or licenses to:
- 4.11.1 make Personal Data available to CONTRACTOR for the purposes, including Processing Personal Data, as envisaged in this Agreement;
 - 4.11.2 permit the COUNTY and each Authorized User to access Personal Data using the CONTRACTOR Platform as envisaged in this Agreement; and
 - 4.11.3 permit CONTRACTOR 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.
- 4.12 COUNTY Data (if any) in CONTRACTOR' control shall be accessible by COUNTY and any Authorized User via COUNTY's user interface.
- 4.13 COUNTY is solely responsible for COUNTY Data and for obtaining any approvals, consents or licenses relating to the collection, Processing, or use of such COUNTY Data by or on behalf of CONTRACTOR. CONTRACTOR is not required to validate COUNTY Data for correctness or usability nor Process COUNTY Data if such Processing will or is likely to render CONTRACTOR, its Affiliates, or their Personnel in breach of any Law.
- 4.14 Notwithstanding the foregoing, CONTRACTOR and/or its Affiliates may gather, compile, commingle, and use COUNTY 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 CONTRACTOR and/or its Affiliates for financial, accounting, product optimization, customer support, and other internal business purposes. Aggregate or derivative data and information may be used by CONTRACTOR 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 COUNTY. CONTRACTOR and its Affiliates shall have all rights to those aggregated or derivative data and business intelligence solutions.

5. USER ORIGINATING PROBLEM

5.1 If CONTRACTOR detects a User Originating Problem originating from COUNTY's, Authorized Users', Government Authorities', or COUNTY Third Parties' systems, applications, or users, the provisions of Section 5 (Savings Event) shall apply, and CONTRACTOR may:

- 5.1.1 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 CONTRACTOR's reasonable opinion) to mitigate the impact or resolve such User Originated Problem; and/or
- 5.1.2 promptly initiate a crisis management call with COUNTY 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).

6. GENERAL

6.1 Export Control and Sanctions Laws

- 6.1.1 Each Party will comply with any Export Control and Sanctions Laws applicable to it. COUNTY agrees that such laws govern the use of Services (including technical data), and COUNTY agree to comply with all such Export Control Laws (including "deemed export" and "deemed re-export" regulations).
 - 6.1.2 COUNTY 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, COUNTY acknowledge that in some cases the Services might be designed with capabilities for the COUNTY or its Authorized Users to access the Services without regard to geographic location. In such cases COUNTY and Authorized User is solely responsible for compliance with export control with regards to the access to the Services from different geographic locations.
- 6.2 If after the Effective Date, the provision or use of the Services constitutes an actual or probable (in the reasonable opinion of CONTRACTOR) breach of any Export Control and Sanctions Laws, applicable to CONTRACTOR or its subcontractors, CONTRACTOR shall have the right to suspend or prevent the provision or licensing of the affected Services and this will constitute a Savings Event.

ATTACHMENT 1 – GENERAL DEFINITIONS**1. INTERPRETATION**

Unless expressly stated or the context requires otherwise, the following rules of interpretation will apply in the Agreement (including all documentation incorporated therein):

- 1.1 words suggesting the singular include the plural, and vice versa;
- 1.2 headings are for ease of reference only and will not affect the interpretation of the Agreement;
- 1.3 use of the words 'includes' or 'including' (and their derivatives) means includes or including, without limitation;
- 1.4 a reference to any body is:
 - 1.4.1 if that body is replaced by another organization, deemed to refer to that organization; and
 - 1.4.2 if that body ceases to exist, deemed to refer to the organization which most nearly or substantially serves the same purposes as that body;
- 1.5 references to any Law shall be construed as a reference to the Law as amended by any subsequent Law, or as contained in any subsequent enactment thereof;
- 1.6 references to a person or entity includes references to individuals and any entity having legal capacity; and
- 1.7 references to a Party or the Parties is a reference to either or both of COUNTY and CONTRACTOR (or either of their permitted successors or assigns) as the context requires.

2. DEFINITIONS

“Airport”	means the COUNTY airport St. Petersburg Clearwater (PIE) and its infrastructure as referenced in the Agreement in relation to the Solution Service.
“CONTRACTOR Charging Principles”	means a document of that name which is available from CONTRACTOR on request.
“CONTRACTOR Data”	means all data and information generated, processed, received, inputted, provided, or stored by CONTRACTOR (including in the CONTRACTOR Platform) in electronic or hardcopy format, and whether or not relating to its own or its Affiliates’, customers’ or business partners’ operations, facilities, customers, personnel, assets, and programs, in whatever form that information may exist. It includes CONTRACTOR Performance Data, CONTRACTOR Systems Level Data, and Third-Party Data relating to any of the foregoing.
“CONTRACTOR Data Centre”	means any of the computer operations centres, including any public, private, or hybrid cloud (or other infrastructure), where CONTRACTOR operates all or part of the Solution Service.
“CONTRACTOR Help-Desk”	means the help-desk support services provided by CONTRACTOR to the COUNTY and described in Section “CONTRACTOR Help Desk Services” of the CONTRACTOR Operational & Delivery Principles.
“CONTRACTOR Implementation Principles”	means a document of that name which is available on request from CONTRACTOR.
“CONTRACTOR Operational & Delivery Principles”	means a document of that name which is available on request from CONTRACTOR.
“CONTRACTOR IPR”	means the IPR in any software, documentation, database, or information used or developed by or on behalf of CONTRACTOR in the provision of the Solution Service or in fulfilment of the Agreement, including: <ul style="list-style-type: none"> (a) the Solution Service and the CONTRACTOR Platform. (b) any developments performed by CONTRACTOR. (c) CONTRACTOR’ Confidential Information; and (e) CONTRACTOR Data.
“CONTRACTOR Performance Data”	means robot measurement data of COUNTY’s usage of the Solution Service and CONTRACTOR Platform, COUNTY user system logging based data, incident records, problem tracking records, incident management reports, problem management reports and similar data relating to Solution Service or CONTRACTOR Platform performance measurement.
“CONTRACTOR 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 CONTRACTOR and its Affiliates.
“CONTRACTOR Systems Level Data”	means network error messages and messages generated by network monitoring tools such as “ping” used to test correct operation of the Solution Service or CONTRACTOR Platform at a system level, irrespective of customer identity.
“CONTRACTOR Third Parties”	means Third-Parties who are engaged by CONTRACTOR to provide goods or services to it.

“Authorized User”	means the individuals or other legal persons who are designated as such in this Agreement.
“Charges”	means all fees, costs, expenses, and any other sums payable by COUNTY to CONTRACTOR under this Agreement.
“Claim”	means any claim, demand, proceeding, or other action.
“Control”	means, with respect to an entity, the possession, directly or indirectly, of the power or right to direct or cause the direction of the management or policies of entity, whether through the ownership of share capital and/or voting securities, by contract or otherwise, it being understood that beneficial ownership of over fifty (50) per cent or more of the voting securities of another person shall in all circumstances constitute control of such other person and “Controlled” and “Controlling” shall be construed accordingly.
“COUNTY Data”	means all data (other than Personal Data) and information generated, inputted, or stored in the CONTRACTOR Platform as a result of use of the Solution Service and relating specifically to COUNTY 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 Solution Service, excluding: (a) CONTRACTOR Performance Data. (b) CONTRACTOR Systems Level Data. (c) CONTRACTOR Data; and (d) Third-Party Data.
“COUNTY IPR”	means IPR generated or provided by COUNTY, excluding CONTRACTOR IPR.
“COUNTY Third Parties”	means Third-Parties who are engaged by COUNTY or any Authorized User to provide goods or services to any of them.
“Cutover”	means, with respect to the Solution Service, the earlier of the date on which COUNTY commences to use the Solution Service following migration to the Solution Service and the date on which the Solution Service is available in the Production Environment for use by COUNTY following migration to the Solution Service, unless otherwise defined in the Agreement.
“Data Processing Subcontractor”	means any Processor engaged by CONTRACTOR in the processing of Personal Data.
“Data Protection Legislation”	means all applicable laws and regulations relating to the processing of Personal Data and privacy including the GDPR 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.
“Development”	means any software development created by CONTRACTOR or its Personnel.
“End-User Help-Desk”	means a trained help-desk that provides help desk services for the COUNTY’s End Users as set out in Section “End User Help-Desk Services” of the CONTRACTOR Operational & Delivery Principles.
“Equipment”	means the equipment provided by CONTRACTOR to COUNTY as set out in

	the Agreement, 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 or regulation restricting import, export, re-export, transfer, transit or release of equipment, commodities, software, technology or technical data of any relevant country, including the United States Export Administration Regulations, the United States 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.
“Governing Law”	means the laws of the State of Florida (without regard to the principles of conflicts of law embodied therein).
“Implementation Fee”	means a fee payable by COUNTY to CONTRACTOR for the services rendered by CONTRACTOR to COUNTY during the Implementation Phase, as set out in this Agreement.
“Implementation Services”	means the services set out in Attachment 2 (Implementation Services), the CONTRACTOR Implementation Principles and as further detailed in this Agreement.
“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 COUNTY to provide the internet service to the Terminating PoP in the designated CONTRACTOR Data Centre.
“IP” or “IPSec”	means the protocol used to communicate.
“Law”	means: (a) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which a Party is subject; or (b) any binding court order, judgment or decree; and “Legal” shall be interpreted accordingly.
“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 the Agreement and referenced in the CONTRACTOR Charging Principles.
“Man Day”	means the Chargeable Time spent during one day.
“Man Year”	means two hundred and ten (210) Man Days.
“Modify”	means to add to, enhance, reduce, replace, vary, derive, improve, 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.
“Ongoing Services”	means the relevant services provided by CONTRACTOR as described in the CONTRACTOR Operational & Delivery Principles, as determined in accordance with the Service Delivery Model, including such other services related to the provision of the Solution in accordance with the terms of the Agreement.
“Order”	means the initial order of Equipment set out in the Agreement 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 CONTRACTOR’ security commitments set out in this Agreement leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by CONTRACTOR in connection with this Agreement.
“Personnel”	means the employees, officers, directors, or contractors of an entity, and in case of CONTRACTOR, including of its Affiliates.
“Point of Demarcation” or “PoD”	means a physical location, where CONTRACTOR and COUNTY interconnect their networks. This demarcates the boundary where CONTRACTOR provides the Solution Service to COUNTY and where CONTRACTOR’ responsibility for the Solution Service ends, except as otherwise agreed. This location is as specified in the CONTRACTOR Operational & Delivery Principles, or any other location as agreed between CONTRACTOR and COUNTY in the Agreement or in accordance with the Change Control Procedure.
“Process” or “Processing”	of Personal Data means the use, collection, storage, processing, modification, transfer, blocking or erasure of Personal Data by CONTRACTOR on behalf of COUNTY.
“Production Environment”	means the system environment within the CONTRACTOR Platform which is accessible by COUNTY starting with the Cutover for the purpose of accessing and using the Solution Service.
“Savings Event”	means: <ul style="list-style-type: none"> (a) the delay, breach, or negligence, of or caused by COUNTY or any Authorized User, subcontractor, supplier, agent or employee of COUNTY or any COUNTY Third-Party. (b) the failure of COUNTY or any Authorized User (including their

	<p>respective Personnel) to perform their obligations under the Agreement including completing a Milestone.</p> <p>(c) delay resulting from Third-Party network, internet, or telecommunication providers (but, for clarification, not including Third-Parties that CONTRACTOR uses to host the Solution Service).</p> <p>(d) any other circumstance outside the control of CONTRACTOR but not including, except as provided in (c) above, Third-Parties that CONTRACTOR has contracted with to provide any portion of the Services; and/or</p> <p>(e) any other circumstances expressly set out in the Agreement or this Agreement as expressly giving rise to a Savings Event.</p>
“Services”	means Implementation Services, the Solution Service, Ongoing Services, or any other CONTRACTOR provided service, as applicable and as further described in the Agreement.
“Solution Service” or “Solution”	means the CONTRACTOR application service provided to COUNTY pursuant to, and as further described in the Agreement.
“Terminating PoP”	means a physical location, where CONTRACTOR and COUNTY interconnect their networks. This demarcates the boundary where CONTRACTOR delivers agreed network services to COUNTY and where the responsibility for the services ends.
“Third-Party”	means any entity other than COUNTY or CONTRACTOR, 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 any solution which is licensed to CONTRACTOR or its Affiliates or provided to CONTRACTOR or its Affiliates by a Third-Party on behalf of COUNTY or its Authorized Users.
“Time and Materials”	means the actual Man Days spent, travel expenses and expenses for resources consumed.
“User Originating Problem”	means a problem originating externally including from CONTRACTOR Platform users or their systems, with an actual or probable (in the reasonable opinion of CONTRACTOR) detrimental impact on CONTRACTOR’ systems (including technical problems, damage, interruption and/or degradation to CONTRACTOR’ 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 CONTRACTOR Platform and/or the Solution Service).
“Virus”	means any code, program or sub-program whose known or intended 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 that permits any person to circumvent the normal security of the software or the system containing the code.
“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).
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ATTACHMENT 2 – SOLUTION SERVICES

1. **ACUS SOLUTION SERVICES**

- 1.1 CONTRACTOR Cloud Use Service (ACUS) is a common use passenger processing service that is centrally hosted and accessed by COUNTY via a network connection. COUNTY (and for use by Authorized Users) is granted access to airline departure control system (DCS) for passenger processing functions such as check-in and boarding. ACUS also enables the monitoring and reporting of system usage and events to enable the planning, monitoring, and charging of services by COUNTY to Authorized Users of ACUS.
- 1.2 The following services are out-of-scope of this Agreement and/or are COUNTY's responsibility:
- 1.2.1 Network connectivity (shall be provided by COUNTY) between the Airport location and the centrally managed application virtualization platform;
 - 1.2.2 On-site field services;
 - 1.2.3 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 are not covered by this Agreement; and
 - 1.2.4 Receipt of ACUS hardware at COUNTY's site and secure storage for ACUS hardware at COUNTY's site during the implementation and post-implementation shall be COUNTY's responsibility; and
 - 1.2.5 Hosting of applications as described below in this Attachment 2.

2. **GAP DEVELOPMENTS AND PRIVATE DEVELOPMENTS**

At signature of this Agreement, there are no Gap Developments or Private Developments in scope to be developed under this Agreement.

3. **INTEGRATION OF AIRPORT APPLICATIONS**

- 3.1 Subject to CONTRACTOR pre-approval and the cooperation of systems, networks, links, third parties and external components and services not provided by nor under the control of CONTRACTOR, CONTRACTOR will, if requested by COUNTY, interface COUNTY's local airport applications (e.g., FIDS interface) at the Airport with the Solution Services by:
- 3.1.1 Allowing the Solution Services to access browser-based applications via the workstation, or
 - 3.1.2 Subject to payment by COUNTY to CONTRACTOR of additional charges per Man Day at the Man Day Rate set forth in Attachment 5 (Charges), providing central hosting of applications within the ACUS application virtualization platform, or
 - 3.1.3 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 COUNTY shall pay the cost of this hardware upgrade as agreed between CONTRACTOR and COUNTY.
- 3.2 Except for the additional charges payable by COUNTY in Section 3.1.2 or 3.1.3 above (as applicable), up to five (5) days of CONTRACTOR effort to interface the COUNTY's local airport

applications are included in the ACUS Implementation Project Fee set forth in Attachment 5 (Charges). If more than five (5) days of effort are required, CONTRACTOR will charge, and COUNTY shall pay per Man Day at the Man Day Rate set forth in Attachment 5 (Charges).

- 3.3 During, and no later than the site review, COUNTY shall inform CONTRACTOR of all COUNTY local airport applications that COUNTY wishes CONTRACTOR to interface with the Solution Services.

4. **INTEGRATION OF AIRLINE APPLICATIONS**

- 4.1 CONTRACTOR utilizes an application virtualization approach to host DCS-Related Applications. Subject to CONTRACTOR pre-approval and the cooperation of systems, networks, links, third parties and external components and services not provided by nor under the control of CONTRACTOR, CONTRACTOR will interface DCS-Related Applications that directly check-in and board passengers at the Airport. Such CONTRACTOR standard integration efforts will be included in the Implementation Fee set forth in Attachment 5 (Charges).

Notwithstanding the above, the integration and/or hosting of any:

- 4.1.1 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.

- 4.1.2 DCS-Related Applications that require additional effort by CONTRACTOR beyond CONTRACTOR standard integration;

will be subject to additional charges payable by COUNTY per Man Day at the Man Day Rate set forth in Attachment 5 (Charges).

ATTACHMENT 3 IMPLEMENTATION SERVICES

3. INTRODUCTION

- 3.1 This Attachment 3 (Implementation Services) describes (together with the CONTRACTOR Implementation Principles) the Implementation Services that shall be delivered by CONTRACTOR, and corresponding COUNTY obligations that must be met by COUNTY in order to implement the Solution Service.
- 3.2 Unless otherwise agreed herein, Implementation Services shall be provided in accordance with CONTRACTOR Implementation Principles and CONTRACTOR' standard implementation processes, via CONTRACTOR' communications media (e.g., problem management tracking system, phone, e-mails), during CONTRACTOR office hours.
- 3.3 Additional Implementation Services not described in this Attachment 3 may be provided by CONTRACTOR on request from COUNTY and will be documented in accordance with the Change Control Procedure and chargeable to COUNTY on a Time and Materials basis according to the applicable Man Day Rate agreed.
- 3.4 COUNTY confirms that, prior to Implementation Services being provided, it has conducted a thorough risk assessment of COUNTY's existing systems and processes to ensure that they are compatible with the Solution Service and the CONTRACTOR Platform, and COUNTY is responsible for the safety implications of deploying the Solution Service and the processes associated therewith.
- 3.5 COUNTY will provide CONTRACTOR Personnel wireless internet access in all meeting and work rooms used during the implementation program at COUNTY's sites.

4. HIGH LEVEL IMPLEMENTATION PLAN

- 4.1 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 the CONTRACTOR Implementation Principles or the Change Control Procedure. The ACUS high-level implementation plan described herein 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 being identified.

ACUS SOLUTION SERVICES IMPLEMENTATION PROJECT PHASES AND PROJECT MILESTONES	
Project Initiation Phase (Start of Program)	
During the Project Initiation phase of the ACUS Solution Services Implementation, the CONTRACTOR 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 signature by both parties of this Agreement and the Agreement. No work on the Service Design Phase will be conducted until this Agreement and the Agreement are signed by the parties. Once the Service Design Phase is initiated, the Project Initiation Phase shall be deemed completed by CONTRACTOR.

<p>Service Design Phase</p> <p>The purpose of this phase is to:</p> <ul style="list-style-type: none"> - Verify business requirements with the COUNTY - Conduct a site review of the COUNTY location/s - Develop the Service Configuration Design to address the COUNTY's requirements as agreed - Define and agree a plan for COUNTY Site Acceptance Testing - Define and agree the COUNTY Support Plan for the operational services - Define and agree the Project Plan and Project Schedule 	
M01	<p>Service Design and Documentation Agreed</p> <p>This milestone marks the formal review and acceptance by COUNTY of the Solution Services Service Configuration Design and the Bill of Quantities. No hardware procurement orders will be placed with suppliers until this milestone is reached.</p>
<p>Service Configuration Phase</p> <p>The Service Configuration Phase commences once the Service Configuration Design has been reviewed and approved by the parties. During this phase:</p> <ul style="list-style-type: none"> - The COUNTY's connectivity to Solution Services is provisioned and tested by CONTRACTOR - The hardware and peripheral devices are ordered from suppliers by CONTRACTOR - The Solution Services platform service components are configured and tested by CONTRACTOR - The thin client image is defined and tested by the CONTRACTOR on-site at the Airport. - The Solution Services node table for the COUNTY is defined by CONTRACTOR and will be agreed and signed off by the COUNTY - Service Validation Testing is conducted by CONTRACTOR and the COUNTY to ensure all specific requirements as agreed have been addressed and approved <p>This phase concludes once the Service Validation Testing is completed by CONTRACTOR and agreed by the COUNTY</p>	
M02	<p>Service Configuration Completed</p> <p>This milestone marks the completion of the Solution Services Service Validation Testing conducted by CONTRACTOR (with the active participation of COUNTY) within either the London Test Lab, or a local on-location Test Lab as agreed between the parties, of the configured Solution Services on the hardware that is to be used at the COUNTY's location. CONTRACTOR staff will not deploy hardware at the Airport until this milestone is completed.</p>
<p>Installation and Verification Phase</p> <p>Any hardware and peripheral devices required to utilize the Solution Services should be provided by, delivered to, and received prior to the commencement of this phase.</p> <p>This phase entails the deployment of hardware and peripheral devices at the COUNTY location as agreed in a separate agreement between CONTRACTOR and COUNTY, and the conduct of a limited scope Operational Trial to familiarize the COUNTY with Solution Services and provide the platform for COUNTY testing and validation of the Solution Services.</p> <p>This phase concludes with an assessment of the Operational Trial and sign off between COUNTY and CONTRACTOR that the objectives of the Operational Trial have been satisfied. Once this is achieved, a decision is made by the COUNTY 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 Solution Services Operational Trial is conducted by CONTRACTOR and the COUNTY to determine the readiness of the Solution Services and COUNTY for Cutover.</p>

M04	COUNTY Staff Fully Trained
	This milestone marks the point when the COUNTY believes it has trained sufficient operational staff to commence the operational Cutover phase. There is typically always an ongoing staff training requirement due to new hires and staff leave. However, this milestone represents the point when COUNTY has trained the critical mass of COUNTY staff and are confident in their use of the Solution Services.
Operational Cutover Phase	
During this phase of the project, any remaining hardware is deployed by COUNTY and the COUNTY commences operations in production using the Solution Services.	
M05	Infrastructure Fully Deployed
	This milestone typical occurs within the Installation and Verification Phase and marks the point at which all hardware and peripheral devices have been deployed by COUNTY within the COUNTY environment in preparation for the operational Cutover phase.
	Note: This milestone is sometimes moved into the actual operational Cutover phase if there is not sufficient space within the COUNTY'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 Solution Services and the new equipment.
M06	Cutover Completed and System Live
	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 CONTRACTOR will be either concluded or reduced significantly as the COUNTY has reached a steady state of operations in the use of the Solution Service.
Post Implementation Phase	
During the Post Implementation Phase, a post-project review is conducted by CONTRACTOR prior to the formal closure of the project.	
M07	Project Closure (End of Project)
	This milestone marks the formal closure on the COUNTY implementation project with circulation of the Post Project Review by CONTRACTOR.

3. INDICATIVE IMPLEMENTATION MILESTONE DATES

As per the above ACUS high-level implementation plan, the following indicative implementation milestone dates have been identified as a preliminary, high level implementation plan:

Milestone	Targeted Date	
M0 - Agreement Signature & Project Initiated		
M1 - Service Design and Documentation Agreed		
M2 - Service Configuration Completed		
M3 - Operational Trial Complete, Go Decision Confirmed		
M4 - COUNTY Staff Fully Trained		

Milestone	Targeted Date	
M5 - Infrastructure Fully Deployed		
M6 - Cutover Completed and System Live		
M7 – Project Phase 1 Closure		

4. CUSTOMER IMPLEMENTATION RESPONSIBILITIES

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

- 4.1 Planning and Preparation Phase: COUNTY shall provide details of existing passenger processing requirements;
- 4.2 Site Review, Design and Configuration Phase: COUNTY shall:
- Attend the COUNTY Project Kick-off Meeting
 - Assist CONTRACTOR to conduct the Site Review
 - Approve the Project Base-line Plan.
 - Assist with location Network Connectivity Testing.
- 4.3 Installation and Verification Phase: COUNTY shall:
- Assist CONTRACTOR to install hardware and peripheral devices at the first airport and to conduct of the Operational Trial
 - Receive onsite train-the-training training on how to install, configure, maintain, and troubleshoot, the hardware and peripheral devices.
 - install and deploy all hardware and peripheral devices at the Airport.
 - Assist with the configuration of COUNTY's local airport applications in accordance with Section 3 (Integration of Airport Applications) of Attachment 2 (Solution Services)
 - Facilitate and participate in onsite train-the-trainer activities provided by CONTRACTOR.
 - Facilitate and conduct Operational Readiness Testing with assistance from CONTRACTOR.
 - Facilitate and conduct the Operational Trial with participating airlines and assistance from CONTRACTOR.
 - Participate in the Operational Trial assessment.
- 4.4 Operational Rollout Phase: COUNTY shall:
- Plan and prepare for the operational rollout at the first airport with the assistance of CONTRACTOR.
 - Conduct the operational rollout for Airport with the remote (off-site) assistance from CONTRACTOR.
 - Validate the installation and operation of Solution Services on all COUNTY devices.
 - Participate in Weekly Evaluations

5. CONFIGURATION PROFILE

Subject to Section 4 (Integration of Airline Applications) of Attachment 2 (Solutions Services), the application virtualisation platform will be configured to host DCS-Related Applications that directly check-in and board passengers for the following DCS:

Airline	DCS
Allegiant	Navitaire

Airline	DCS
Sun Country	Navitaire

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

6. NETWORK CONNECTIVITY

6.1 Network connectivity between the Airport and the centrally managed application virtualisation platform to be via:

COUNTY Airport – ACUS Network connectivity
Primary: COUNTY-provided Internet connectivity

ATTACHMENT 4
EQUIPMENT TERMS AND CONDITIONS

I. GENERALLY

1. CONTRACTOR will provide COUNTY with the Equipment agreed under the Scope of Work on page 6 of Exhibit D to the Agreement and as otherwise agreed in a subsequent Order. Unless otherwise agreed in writing by the Parties, COUNTY shall only use equipment provided or certified by CONTRACTOR with the Solution Service. COUNTY shall pay the costs of any necessary firmware and operating system updates and upgrades (initially and on an ongoing basis) and certification in connection with the CONTRACTOR certification process for any equipment not provided by CONTRACTOR. Further, COUNTY understands that if it uses equipment not provided or certified by CONTRACTOR within the Solution Service, the Solution Service may be compromised and, therefore CONTRACTOR shall not be responsible for any failure to perform to contracted standards to the extent that such failure is attributable to such equipment.

1. COUNTY may place further Orders for the supply of Equipment by issuing an Order Form to CONTRACTOR. All Equipment Orders are subject to the terms and conditions of the Agreement.

3. Prior to implementation of the Equipment, CONTRACTOR may, upon notice to the COUNTY, change the type and quantity of the Equipment as may be required to comply with law or, as CONTRACTOR deems necessary to better suit COUNTY'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 COUNTY, the changed Equipment shall be subject to approval by COUNTY (which COUNTY may approve or withhold at its discretion), and the changes shall be agreed in accordance with the change processes maintained by CONTRACTOR.

4. CONTRACTOR 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 CONTRACTOR or the relevant supplier/manufacturer from time to time. Support for the previous versions or models may no longer be available.

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. CONTRACTOR shall have no liability for any failure in delivering the Equipment to the extent that such failure is caused by the COUNTY's failure to:
 - a. supply all information reasonably required for delivery of the Equipment; and/or
 - b. comply with its obligations under this Agreement; and/or
 - c. if CONTRACTOR is prevented from carrying out delivery or installation because the delivery location has not been prepared in accordance with CONTRACTOR' instructions.
 3. Upon receipt of the Equipment, COUNTY shall inspect the delivered Equipment without undue delay and shall notify CONTRACTOR within five (5) Working Days, if:
 - a. the quantity delivered is not in accordance with this Agreement; or
 - b. the Equipment delivered is not in conformity with the terms of this Agreement;
 - c. the Equipment is in a damaged condition at the time of delivery (including Equipment
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damaged in transit to the Location, if CONTRACTOR is responsible for carriage),

in which case, CONTRACTOR will use reasonable endeavors to ensure that the Equipment in question complies. Any remedy of the COUNTY under this clause 3 shall be limited, at the option of CONTRACTOR, to the replacement or repair of any Equipment. The Equipment will be deemed accepted if COUNTY does not notify CONTRACTOR in accordance with this clause 3.

4. If COUNTY requests a change in the agreed delivery date, it shall pay CONTRACTOR's related costs and expenses associated with a change in such a date (e.g., storage and insurance costs.)
5. To facilitate delivery, the COUNTY 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 CONTRACTOR is prevented from carrying out delivery on the specified date because no such preparation has been carried out, COUNTY will be responsible for any reasonable costs incurred by CONTRACTOR to address the situation.

III. OPERATING MANUALS

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

IV. EQUIPMENT LIABILITY

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

V. EQUIPMENT WARRANTY AND SUPPORT AND RETURNS

1. CONTRACTOR will assign to COUNTY 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. COUNTY will comply with the terms and conditions of any such passed through warranties.
 2. In the event that the COUNTY wishes to make a defect claim in respect of the Equipment, then the following procedure shall apply.
 - a. COUNTY shall, in order to preserve the Solution Service environment, will coordinate with CONTRACTOR any local maintenance efforts that should be undertaken by COUNTY. Any such efforts will be done at COUNTY's cost, in relation to the Equipment. If the matter persists following such maintenance efforts, then clause b and clause c below shall apply.
 - b. If the claim relates to Equipment that is covered by the manufacturer's warranty referred to in the Agreement, then COUNTY agrees to have direct recourse to the manufacturer or their authorized representative in respect of such claim. In cases where CONTRACTOR provides the local on-site support to COUNTY in respect of the relevant Equipment, then CONTRACTOR 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 Agreement, or such warranties have expired, or the claim relates to Equipment that is covered by the manufacturer's warranties to CONTRACTOR but the claim falls outside the warranty terms of the manufacturer, CONTRACTOR may agree to repair or replace the Equipment at its sole option provided that the COUNTY shall pay CONTRACTOR' additional charges in connection with such repair or replacement.
 - e. If it is necessary according to manufacturer's capabilities to return the Equipment to the designated manufacturer's office for repair or replacement, COUNTY will coordinate this effort with CONTRACTOR and, as directed by CONTRACTOR:
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- (i) COUNTY will coordinate with a courier to have the Equipment delivered to the designated manufacturer's office.
 - (ii) COUNTY is responsible for packing such Equipment according to the standards necessary to prevent damage to the Equipment in transit;
 - (iii) COUNTY will bear all the costs and risk (including delivery costs) 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 COUNTY'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 COUNTY. COUNTY 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 COUNTY Help-Desk must report the Incident to the CONTRACTOR Help-Desk for resolution. COUNTY will cooperate in good faith with CONTRACTOR as may be requested by CONTRACTOR to identify and resolve the Incident.
 3. COUNTY staff will be responsible for removal and disposal of all Equipment at end of life
 4. CONTRACTOR 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 CONTRACTOR.
 5. COUNTY shall attend any CONTRACTOR training on support and maintenance of the Equipment. The training will be provided in accordance with CONTRACTOR standard training policies and as mutually agreed with the COUNTY. COUNTY will ensure personnel with adequate technical skill will attend the training within the agreed time. Thereafter, COUNTY 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 terms of the applicable end user license agreement. COUNTY is responsible for complying with the terms of the end user license agreement. CONTRACTOR is not responsible for the 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 COUNTY. CONTRACTOR can provide a quotation for any consumables upon request.
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**ATTACHMENT 5
CHARGES**

COUNTY will pay CONTRACTOR the Charges set out below for the Implementation Services, the Ongoing Services, and the provision of links (where applicable) and the Charges for other services as the parties may agree in writing as a variation to this Agreement in accordance with the Change Control Procedure. All Charges and fees herein are based on 2024 rates.

All Charges shall be paid in USD.

1. CONTRACTOR PLATFORM - IMPLEMENTATION FEES AND ONGOING CHARGES

Implementation Services	Implementation Fee
<p>1. ACUS Project management from the “Project Initiation Phase” to “Project Closure” milestones including:</p> <ul style="list-style-type: none"> a) Project management and related costs; b) Deployment services for first airport location only; c) Training services (Train-the-Trainer for the airport shall be in English); and d) Set up and connection of DCS in scope for the Airport prior to Cutover as agreed between the parties in this Agreement. e) ACUS hardware and professional services as referenced on page 6 of the Scope of Work in Exhibit “D”. 	<p>ACUS Project Implementation Fee: \$ 373,420.92 One-time Fee</p>
<p>ACUS Monthly Operation Charge per ACUS Workstation</p> <p>Payment shall start on the first day of the month following Cutover of the respective workstation.</p>	<p>\$96.10 per ACUS workstation per month (includes both the ACUS SAAS Subscription and Warranty and Support as referenced on page 6 of the Scope of Work in Exhibit D), for a total of \$5,189.40 per month.</p>

2. PAYMENT SCHEDULE

2.1 COUNTY shall pay CONTRACTOR the **ACUS Project Implementation Fee** set forth in Section 1 above for the Implementation Services as follows:

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- 1/3 (i.e., \$124,473.66) upon signature of the Agreement;
 - 1/3 (i.e., \$124,473.66) upon achievement of M3-Operational Trial Complete, Go Decision Confirmed.
 - 1/3 (i.e., \$124,473.66) upon achievement of M6-Project Closeout.

2.2 Charges for Ongoing Services

- 2.2.1 COUNTY shall pay CONTRACTOR the **ACUS Monthly Operational charge per ACUS Workstation** (Ongoing Charge) per month for the total number of workstations implemented and utilizing the Solution Service at the Airport each month.

Regardless of the total number of workstations actually implemented or used at the Airport, beginning at M5 - Infrastructure Fully Deployed, COUNTY shall pay CONTRACTOR (monthly) the ACUS Monthly Operational charge (Ongoing Charge) for at least a minimum number of 54 workstations ("**Minimum Workstation Charge**") per month subject to COUNTY's descoping right under the Agreement.

2.2.2 Payment

All Charges for Ongoing Services will be charged, and shall be paid, monthly in accordance with Section 11. of the Pinellas County Terms and Conditions.

2.2.3 Manpower Charges

Manpower charges incurred shall be invoiced monthly in arrears. For any consultancy, manpower-based support, services, or efforts not described in this Agreement, COUNTY shall be charged on a 'Time and Materials' basis, excluding expenses. The Charges per Man Day are, unless otherwise agreed between the parties: USD 1,464 (one thousand and four hundred sixty-four USD) (Man Day Rate). The Man Day Rate is subject to adjustment each calendar year based on CONTRACTOR's then standard rate.

2.3 Expenses

Any applicable expenses shall be invoiced monthly in arrears.

**ATTACHMENT 6
SERVICE DELIVERY MODEL**

1. **Out of Scope/In Scope Services.** The following list represents the out-of-scope services and in-scope services as provided by CONTRACTOR in the normal course of its provision of such services (as further described in CONTRACTOR' Operational & Delivery Principles which will be provided to COUNTY upon request). For clarification, in-scope services are those covered by the Agreement and out-of-scope services are not covered by the Agreement. Any such out-of-scope services (including any other service not referenced below) will need to be covered by a separate agreement between the parties.):

CONTRACTOR Service	In/Out of Scope / Comments
<i>Help Desk Services</i>	
<ul style="list-style-type: none"> • End-User Help Desk Services (L1) 	Out of scope
<ul style="list-style-type: none"> • CONTRACTOR Help Desk Services (L2) 	In-scope
<i>Incident & Problem Management</i>	
<i>ACUS - Application Virtualization Platform:</i>	
<ul style="list-style-type: none"> • Hardware Support 	As per Attachment 4 (Equipment Terms and Conditions).
<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
<i>Network Services</i>	
<ul style="list-style-type: none"> • Point Of Demarcation 	CONTRACTOR Data Center
<ul style="list-style-type: none"> • Other Network Service 	Out of scope
<i>Field Support Services</i>	Out of scope
<i>Site Infrastructure Services</i>	Out of scope

CONTRACTOR Service	In/Out of Scope / Comments
<i>Third-Party Supplier Management cooperation With Third Parties</i>	In scope with respect to hardware as per Attachment 4. Out of scope with respect to the network set out below in Section Error! Reference source not found. of this Attachment.
<i>Termination Assistance Services</i>	Out of scope
<i>Any other service not specifically identified in the Agreement</i>	Out of scope

2. SITE INFRASTRUCTURE SERVICES

The following list represents various components (as part of the Configuration Profile) that are required for the provision or receipt of the Solution Services, and COUNTY shall procure and maintain the same at COUNTY'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 COUNTY location to CONTRACTOR data center Wide area network connectivity as per the solution implemented

2. AIRPORTS IN SCOPE

At the Effective Date of this Agreement, ACUS hardware and peripheral devices as agreed between COUNTY and CONTRACTOR, together with the Solution Services, will be deployed and accessible by the COUNTY only at the following Airport (unless otherwise agreed between the parties in accordance with the Change Control Procedure):

Airport	Terminal	Country
<i>St. Petersburg Clearwater Airport (PIE)</i>	n/a	USA

ATTACHMENT 7 SERVICE LEVELS

1. INTRODUCTION

- 1.1 This Attachment describes the standard of performance of the Ongoing Services provided under the Agreement to and for the benefit of COUNTY. The Service Levels set out herein shall only apply to Agreements to the extent specifically provided for therein.

2. DEFINITIONS

“Acknowledgement”	means the time at which CONTRACTOR Help Desk accepts an Incident logged by the COUNTY and is indicated by a time stamp in the CONTRACTOR Incident and Problem Management System.
“Agreed Service Time”	means the total time (measured in minutes) in a Measurement Window, reduced by the duration of any Scheduled Outages and Extraordinary Scheduled Outages, during that Measurement Window.
“CONTRACTOR Incident, Problem and Change Management System”	means CONTRACTOR proprietary system that acts as the repository, where all the Incident Records, Problem Tracking Records and Change Records are stored.
"Application Services"	means the Services described in Attachment 2 (Solution Services).
“Availability”	means the ability of the Measured Service to send valid responses to valid requests from COUNTY (and “Available” shall be construed accordingly).
“Extraordinary Scheduled Outage”	means any Outage that is scheduled on an infrequent basis to support exceptional activities, which cannot be completed within the Scheduled Outage windows.
“Incident”	means any event that is not part of the standard operation of a Measured Service and that causes, or may cause, an interruption to, or a reduction in, the quality of the Measured Services. An Incident shall be categorized as a “Non - Operational Incident” or an “Operational Incident”.
“Incident Record” or “IR” or “PTR”	means the CONTRACTOR record of each Incident documented in the CONTRACTOR Incident, Problem and Change Management System.
“Maximum At Risk Percentage”	means in relation to each month, a percentage of the monthly Ongoing Charges, as further described in this Attachment 7.
“Measured Service”	is the specific element that is being measured for a given Service Level Metric, as specified in this Attachment 7 of this Agreement (Service Levels).
“Measurement Window”	means (unless otherwise agreed) the calendar month during which a Service Level shall be measured.
“Monitoring System”	means the tools and methodology implemented and used by CONTRACTOR to enable the accurate measurement of the performance criteria for the Measured Service.
“Non-Operational Incident”	means an Incident that does not require restarting, replacing, or reconfiguring the impacted infrastructure component(s) but for which

	Recovery is achieved for example by loading software or fallback, correction of corrupted data, change of settings (parameters) of software code.
“Operational Incident”	means an Incident that does not require loading software or fallback, correction of corrupted data, change of settings (parameters) of software code but for which Recovery is achieved for example by restarting, replacing, or reconfiguring the impacted infrastructure component(s).
“Ongoing Services”	means the Application Services, as may be amended from time to time through the Change Control Procedure.
“Outage”	means a period of time during which a Measured Service is not able to send valid responses to valid requests (and includes any Scheduled Outage, Unscheduled Outage and Extraordinary Scheduled Outage).
“Point of Measurement” or “PoM”	means the physical location where Service Levels are measured as set out against each relevant Service Level Metric.
“Production Environment”	means the system environment within the CONTRACTOR platform which is accessible by COUNTY for the purpose of using the relevant Application Services.
“Recovery”	has the meaning given in Section 0 of this Attachment 7 and “Recovered” or “Recover(s)” shall be construed accordingly.
“Scheduled Outage”	means any Outage that is planned and communicated in accordance with the Outage scheduling process.
“Service Credit”	means the value calculated in accordance with Section 0.
“Service Credit Amount”	means the monetary value for Service Credits calculated in accordance with Section 8.
“Service Credit Start Date”	has the meaning given in Section 0 of this Attachment 7.
“Service Level”	means each performance metric set out in this Attachment 7 relating to the performance of the given Measured Service for a given period.
“Service Level Commencement Date”	means the date which is three (3) months following Cutover to the relevant Measured Service in the Production Environment unless otherwise specified in the tables in this Attachment 7.
“Service Level Default”	means that the actual Measured Service delivered does not meet the Service Level for a Measurement Window.
“Service Level Metric”	means each performance metric set out in Section 0 of this Attachment 7 relating to the performance of the Measured Services in a Measurement Window.
“Severity Level”	means the categorization of any issues with the Services based on the potential impact of the problem to COUNTY.
“Severity 1”	means a disruption to the Availability of the Measured Service which has a major impact on COUNTY’s business, operations, or customers where a system, network, data, application, or functionality under this Agreement is not available or is severely corrupted or severely degraded for a significant number of users.
“Severity 2”	means a disruption to the Availability of the Measured Service which has a substantial impact on COUNTY’s business, operations, or customers where a system, network, data, application, or functionality under this Agreement is not available or is severely corrupted or

	severely degraded for a limited number of users, or degraded for a significant number of such users.
“Unscheduled Outage”	means an Outage which is neither a Scheduled Outage nor an Extraordinary Scheduled Outage.

3. EXCEPTIONS

- 3.1 For the avoidance of doubt, CONTRACTOR shall not be responsible for any failure to perform to the contracted standards or to meet a Service Level to the extent that such failure is directly attributable to any of the following (which each also constitute a Savings Event):
- i. Service or resource reductions agreed through the Change Control Procedure but where CONTRACTOR has notified COUNTY that the implementation of such request may result in a failure to meet a Service Level;
 - ii. failure of COUNTY or Third-Party systems, networks or degradation of services not provided by CONTRACTOR nor under the control of CONTRACTOR; and
 - iii. changes implemented by COUNTY or COUNTY activities which have not been initiated by nor communicated to CONTRACTOR nor agreed to between CONTRACTOR and COUNTY.
 - iv. CONTRACTOR shall not be responsible for system and/or service degradations of the Services that arise as a result of excess system capacity in connection with COUNTY’s network.
- 3.2 The achievement of Service Levels may be impacted by factors outside of CONTRACTOR’ control. Accordingly, no Service Levels or performance warranties apply for transmissions through the Internet or any other network or interactions with systems outside of CONTRACTOR’ control such as COUNTY local network performance degradation, COUNTY PC hardware limitations, COUNTY or Third-Party systems or application settings that are in the control of COUNTY and COUNTY anti-virus settings that can be attributed to having an impact on the Services.

3. SCHEDULED OUTAGES, EXTRAORDINARY SCHEDULED OUTAGES

- 4.1 CONTRACTOR may take Scheduled Outages provided that the duration of a Scheduled Outage and the number of Scheduled Outages per Measured Service per calendar quarter do not exceed the limitations set out in Section 0 below.
- 4.2 In exceptional circumstances (e.g., to implement platform technology changes that cannot be reasonably implemented without taking an Outage; or to remedy system issues that cannot be reasonably implemented without taking an Outage, as determined by CONTRACTOR) CONTRACTOR may introduce Extraordinary Scheduled Outages provided that they do not exceed the limitations set out in Section 0 below.
- 4.3 CONTRACTOR will use reasonable efforts to schedule Extraordinary Scheduled Outages adjacent to Scheduled Outages.
- 4.4 If the Scheduled Outage or Extraordinary Scheduled Outage starts before the announced start time or continues beyond the announced end time, the number of minutes either before the start time or beyond the end time will be considered an Unscheduled Outage.

- 4.5 CONTRACTOR shall confirm to COUNTY seventy-two (72) hours in advance the occurrence of any Scheduled Outages and shall use reasonable efforts to do the same for any Extraordinary Scheduled Outages.
- 4.6 For both Scheduled Outages and Extraordinary Scheduled Outages, CONTRACTOR shall provide COUNTY with the reasons for such Outage, the nature and expected timing and, any expected impact on the Measured Services.
- 4.7 The Scheduled Outages and Extraordinary Scheduled Outages shall not exceed the limits set out below:

	Scheduled Outages	Extraordinary Scheduled Outages
Limit per Measured Service	ACUS: N/A	N/A

4. TIMES

- 5.1 Unless otherwise set forth herein, all references in this Attachment 7 (Service Levels) to time, shall refer to UTC (Universal Time Coordinated).
- 5.2 Where there is a measurement of time, such measure shall be in units of hours, minutes, seconds, or milliseconds as specified. Where the measurement is in seconds it shall be to the nearest two (2) decimal points, unless otherwise stated.

5. MONITORING SYSTEM

- 6.1 Unless otherwise agreed, CONTRACTOR will use its then current monitoring and measurement tools to monitor and measure the performance and delivery of the Measured Services against the applicable Service Levels.

6. SERVICE LEVEL

- 7.1 This Section 0 sets forth qualitative descriptions of the Service Levels. The Service Levels described below will be measured at the Point of Measurement.
- 7.2 The application of the Service Levels shall commence at the Service Level Commencement Date and shall apply for the Term of this Agreement, except as otherwise agreed.
- 7.3 Where there are system changes, or other changes driven by COUNTY requirements, such as the reengineering or re-design of the network, re-location of the COUNTY data center and/or COUNTY specific developments, which materially affect the Service Level performance, the Service Levels may be revised via the Change Control Procedure and the COUNTY will not unreasonably withhold or delay agreement to the Change.
- 7.4 To the extent that additional services are included in scope of this Agreement from time to time, which are materially dependent on Third-Party vendor performance,

CONTRACTOR reserves the right to revise the Service Levels for such new services in accordance with the vendor subcontract, provided COUNTY is informed of such change.

- 7.5 The relevant compliance percentage calculated for each Service Level shall be displayed in all cases to two (2) decimal places.

7. SERVICE LEVEL METRICS

8.1 Availability

8.1.1 The Availability Service Level Metric is a measurement of the period of time during a Measurement Window that a Measured Service is able to send valid responses to valid requests from COUNTY ("Available") and is expressed as a percentage of the Agreed Service Time.

8.1.2 This Service Level shall be calculated, for each Measured Service, as the Agreed Service Time in a Measurement Window excluding the total duration of Unscheduled Outages in the same Measurement Window divided by the Agreed Service Time in the Measurement Window, as follows:

$$\text{Compliance percentage} = \frac{(\text{Agreed Service Time} - \text{Unscheduled Outages}) \times 100}{\text{Agreed Service Time}}$$

8.1.3 A failure by CONTRACTOR to meet the Service Level compliance percentage according to the following table in Section 1 (Service Levels) of Appendix A (Service Levels and Service Credits) of this Attachment 7 for a Measurement Window shall be deemed a Service Level Default for that Measurement Window.

8.1.4 For the avoidance of doubt, Scheduled Outages and Extraordinary Scheduled Outages in a Measurement Window are not considered as contributing to a Service Level Default during that Measurement Window and will, therefore, not be included in the total duration of Unscheduled Outages in the calculation above.

8.1.5 The duration of an Outage shall be measured from earlier of:

- the point in time that such Outage is detected by CONTRACTOR through its Monitoring System; or
- reports received by the CONTRACTOR Help Desk of such Outage; or
- observation of CONTRACTOR Personnel of such Outage; or
- any other manner in which CONTRACTOR shall become aware that the Measured Service is not available,
- and shall end at the time when CONTRACTOR registers in its Monitoring System traffic from COUNTY or COUNTY's customer or from other Third Parties that access the Services directly and which generates valid responses from the Measured Service.

8.2 Incident Acknowledgement

8.2.1 This Service Level Metric measures the time it takes for CONTRACTOR to Acknowledge Severity 1 or Severity 2 Incidents. The Acknowledgement time

shall be measured for each Severity 1 and Severity 2 Incident, from the time an Incident Record is logged by COUNTY, to the time the same Incident Record is Acknowledged by CONTRACTOR. An Incident shall only be allocated to the Measurement Window in which the Incident Acknowledgement should have taken place based on the applicable Service Level.

8.2.2 COUNTY shall log Incidents and assign Severity Levels, to the Incidents reported, directly in the CONTRACTOR Incident and Problem Management system. CONTRACTOR reserves the right to reassign a Severity Level if the Severity Level assigned is incorrect.

8.2.3 Compliance with this Service Level for a Measurement Window shall be calculated as follows, in relation to the relevant Severity Level:

A = the total number of Incidents reported to the CONTRACTOR Help Desk that should have been Acknowledged within the parameters described in the table below for the same Measurement Window,

B = the total number of Incidents reported to the CONTRACTOR Help Desk for which CONTRACTOR Acknowledges the Incident Record within the time parameters described in the table below for the Measurement Window,

C, the compliance percentage = $B/A \times 100$

8.2.4 Incident Acknowledgement Service Level is advisory only, and there will be no Service Credit assigned for such Service Level Default. CONTRACTOR will only measure and report its performance against the target as set out in Section 3 (Service Level Report) of Appendix A to this Attachment 7.

8.3 Incident Recovery

8.3.1 The Incident Recovery Time Service Level shall be measured as the number of minutes/hours elapsed from the time of Acknowledgement by CONTRACTOR of the Incident to the time when Recovery is achieved as indicated by the time stamp in the CONTRACTOR Incident, Problem and Change Management System. For the avoidance of doubt, the time during which the Incident is assigned to COUNTY shall not be included in the time measured for the calculation of the Incident Recovery Time Service Level. An Incident shall only be allocated to the Measurement Window in which the Incident is indicated as "closed" by COUNTY in the Incident, Problem and Change Management System.

8.3.2 Recovery shall be deemed to have been achieved when the reported issue has ceased or upon the Parties' confirmation that, through a fix, work-around, bypass or other means, the impacted Ongoing Service has been recovered or restored (as set out in section 0 below), which generally follows occurrence of one or more of the following (whichever the earliest):

- CONTRACTOR receives confirmation from COUNTY that the impacted Measured Services have been Recovered;

-
- the Monitoring System registers traffic of messages relating to the impacted Measured Services; and/or
 - CONTRACTOR Help Desk assigns the Incident Record to COUNTY Help Desk as Recovered.
- 8.3.3 For the purposes of Section 0 above, an Incident is considered “recovered or restored” once:
- Service impact has ceased or been removed or,
 - a documented known error workaround has been followed or,
 - a workaround has been identified, provided, and agreed by the COUNTY or,
 - a permanent solution has been implemented via recovery PTR.
- 8.3.4 In the event that the COUNTY Help Desk, by notice to CONTRACTOR, reasonably demonstrates that Recovery has not been achieved for the impacted Measured Services, then CONTRACTOR shall add any additional time incurred from such notification to final Recovery of the impacted Ongoing Services to the Incident Recovery Time established. For the avoidance of doubt, the time between these two events shall not be included in the total Incident Recovery Time.

8. SERVICE CREDIT SCHEME

- 9.1 This Service Credit scheme will apply to each Service Level Metric in respect of which Service Credits have been allocated in the table below, with effect from the Service Level Commencement Date or at such later date as may be agreed in writing between the parties (the “Service Credit Start Date”).
- 9.2 CONTRACTOR shall notify the COUNTY (in the standard monthly reporting) if Service Credits have accrued with respect to the Measurement Window covered in the report.
- 9.3 The parties agree that any Service Credit Amount are liquidated damages and that the payment of such amounts by CONTRACTOR is CONTRACTOR’ sole obligation and liability, and COUNTY’s and its Affiliates exclusive remedy, for Losses arising out of or in connection with the performance of the Ongoing Services and Service Level Defaults.
- 9.4 If a single Incident results in CONTRACTOR failing to meet more than one (1) Service Level Metric, COUNTY shall have the right to select only one of the Service Level Metrics for which it will be entitled to receive a Service Credit. COUNTY shall not be entitled to a Service Credit for each of such Service Level Defaults.
- 9.5 For each calendar year during the Term, CONTRACTOR shall pay to COUNTY a Service Credit Amount calculated in accordance with the following formula:

$$\text{Service Credit Amount} = \text{Ongoing Charges (per annum)} \times \text{Service Credit}$$

percentage

Where:

Service Credit percentage = $A/B \times C$

A = Total Service Credits accrued for the calendar year for Service Level Defaults as allocated in accordance with the table below.

B = Maximum Service Credits which can be accrued for the calendar year for Service Level Defaults as allocated in the table below.

C = Maximum At Risk Percentage as shown in the table below (which shall, for the avoidance of doubt, be reduced on a pro rata basis where only part of a calendar year elapses (i) from the Service Credit Start Date to the end of the then current calendar year, or (ii) before the end of the Term).

Example

For clarity, all values used below to illustrate methodology are examples:

Assume that CONTRACTOR fails to meet the Service Level for the performance metrics in a calendar year, and COUNTY has paid for the calendar year in which the Service Level Defaults Ongoing Charges of USD 1,000,000 and that the Maximum At Risk Percentage is 3%.

Additionally, assume that the total Service Credits accrued for the calendar year for all the Service Level Defaults is 100 and that the maximum Service Credits which can be accrued, for the calendar year is 1,000. The Service Credit due to COUNTY for such Service Level Default would be computed as follows:

A= 100 (total Service Credits accrued) divided by:

B= 1,000 (maximum Service Credits which can be accrued)

Which sum is then multiplied by:

C = 3% (Maximum At Risk Percentage)

The Service Credit percentage = 0.3% [calculated as follows: $(100/1000 \times 3\%) \times 100$]

The amount payable to COUNTY for the calendar year in which the Service Level Defaults occurred is USD 3,000 (USD 1,000,000 being Ongoing Charges received for the calendar year, multiplied by 0.3% being the Service Credit percentage calculated above).

9. SERVICE LEVEL REPORTS

Following completion of full Cutover and as per Service Level Commencement Date, CONTRACTOR shall provide to COUNTY a set of electronic reports detailing CONTRACTOR' performance against and compliance with the agreed Service Levels as set out in Section 3

(Service Level Reports) of Appendix A.

10. CHANGES TO SERVICE LEVELS

Changes to Service Levels can be requested by either party in accordance with the Change Control Procedure, only once per calendar year with at least ninety (90) days prior written notice to the intended date of the proposed change. The effective date of such change shall be agreed in the respective contract change.

APPENDIX A -SERVICE LEVELS AND SERVICE CREDITS
1. SERVICE LEVELS

1.1 Service Levels for Availability in the Production Environment

1.2

Service Level Metric	Measured Service	Service Level Compliance Percentage	PoM
Availability in Production Environment ("PRD")	CONTRACTOR Cloud Use Service	99.95%	CONTRACTOR Data Center

1.2 Service Level for Incident Acknowledgement

Measured Service	Service Level	PoM
Severity 1 Incident Records Acknowledgement	within 15 minutes for 80% of Severity 1 records	CONTRACTOR Incident and Problem Management System
Severity 2 Incident Records Acknowledgement	within 30 minutes for 80% of Severity 2 records	CONTRACTOR Incident and Problem Management System

1.3 Service Levels for Incident Recovery

Measured Service	Service Level	PoM
Severity 1 Incident Records Recovery	for 100% of Severity 1 records within 4 hours	CONTRACTOR Incident and Problem Management System
Severity 2 Incident Records Recovery Operational Incident Records	for 100% of Severity 2 Operational records within 8 hours	CONTRACTOR Incident and Problem Management System
Severity 2 Incident Records Recovery Non-Operational Incident Records	for 100% of Severity 2 Non-Operational records within 45 days	CONTRACTOR Incident and Problem Management System

2. SERVICE CREDITS

Service Level Metric	Service Level Compliance Percentage	Service Credits
Availability per Measured Service	99.95% and above	0
	Below 99.95% to 99.85%	5
	Below 99.85% to 99.75%	10
	Below 99.75% to 99.65%	15
	Below 99.65%	20
Incident Recovery Severity 1	For Service Level missed	10
Incident Recovery Severity 2 Operational Incident	For Service Level missed	10

In no event shall:

- a. the total Service Credit percentage arising in a single calendar year exceed the Maximum at Risk Percentage.
- b. the total amount of Service Credits arising in a single calendar year exceed in total the maximum Service Credits per annum as follows:

Service Level Metric	Maximum Service Credits per annum	Maximum At Risk Percentage
Availability	240	3.3%
Incident Recovery	240	1.7%
TOTAL	480	5%

3. SERVICE LEVEL REPORT

Report	Content	Delivery Medium	Frequency
Service Level Report	CONTRACTOR' performance against all Service Level obligations, including a list of service impacts and a status of the Service Credits.	Electronic	Monthly In standard format showing data on a 12-month rolling basis
Incident Management Report	Executive summary with the sequence of events, root cause and service impact. This is a report for Severity Level 1 Incidents only	Electronic	Within 7 business days of Severity 1 Incident On request

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