



Long Beach Airport

amadeus

**Amadeus ACUS and CUSS
Maintenance and Support
Supplement Agreement**

Amadeus Airport IT Americas, Inc.

36385

Between:

**Amadeus Airport IT Americas, Inc.
and
City of Long Beach**

Date: 1 October 2021





1. INCORPORATION OF DOCUMENTATION 1

2. TERM..... 3

3. IMPLEMENTATION SERVICES..... 3

4. CHARGES 3

5. SPECIAL CONDITIONS 3

6. SERVICES 3

ATTACHMENT 1 – SOLUTION SERVICES 7

4. AMADEUS AIRPORT CONNECTION AWS 10

ATTACHMENT 2 - IMPLEMENTATION 11

1. HIGH LEVEL IMPLEMENTATION PLAN..... 11

2. AIRLINES..... 11

3. NETWORK CONNECTIVITY 11

4. AIRPORTS IN SCOPE 11

ATTACHMENT 3 - CHARGES 12

ATTACHMENT 4 SERVICE DELIVERY MODEL 15

1. SCHEDULE 4 (OF THE GENERAL TERMS) APPLICATION 15

2. SITE INFRASTRUCTURE SERVICES 16

ATTACHMENT 5 – ACUS SERVICE LEVELS 17

1. INTRODUCTION 17

2. DEFINITIONS..... 17

3. EXCEPTIONS..... 19

4. SCHEDULED OUTAGES, EXTRAORDINARY SCHEDULED OUTAGES 19

5. TIMES 20

6. MONITORING SYSTEM 20

7. SERVICE LEVEL 20

8. ACUS SERVICE LEVEL METRICS 21

9. SERVICE CREDIT SCHEME..... 23

ATTACHMENT 6 – FIELD SERVICES 27

1. INTRODUCTION 27

2. FIELD SERVICES 27

3. SITE MANAGER 27

4. SYSTEM ENGINEER..... 28

5. AMADEUS REMOTE SUPPORT STAFF 29

ATTACHMENT 7 – ROLES AND RESPONSIBILITIES MATRIX 35

ROLES AND RESPONSIBILITIES 35

ATTACHMENT 8 –MAINTENANCE AND SUPPORT FOR ONSITE EQUIPMENT..... 38

ATTACHMENT 9 – LABOR RATES 2022..... 49

RFP EXHIBIT E 49

ATTACHMENT 10 – LIST OF THE PROJECT HARDWARE 49



**AMADEUS AIRPORT COMMON USER SERVICE (ACUS) AND CUSS****MAINTENANCE AND SUPPORT SUPPLEMENT****("SUPPLEMENT")**

THIS SUPPLEMENT IS MADE BY AND BETWEEN THE PARTIES ON **1, October 2021** (the "Effective Date").

PARTIES

(1) **AMADEUS Airport IT Americas, Inc., (AMADEUS)**, a company incorporated in Delaware; and

(2) **City of Long Beach (CUSTOMER), also known as (AIRPORT)**, a municipal corporation whose office is at 4100 Donald Douglas Drive, Long Beach, CA 90808,

each a "party" and together the "parties".

1. INCORPORATION OF DOCUMENTATION

1.2 This Supplement (as amended from time to time in accordance with the Change Control Procedure) incorporates the following documents, which have been negotiated by the Parties, by reference (together the "Agreement"):

1.3 the Attachments hereto being:

1.3.1 Attachment 1 – Solution Services describing the following solution:

- (a) Amadeus Airport Common Use Service ("**ACUS**"); and
- (b) Amadeus Airport Connection Airport Link Internet VPN service
- (c) Amadeus Common Use Self Service ("**CUSS**"); and
- (d) Amadeus Common Use Self Service AWS service

1.3.2 Attachment 2 – Implementation;

1.3.3 Attachment 3 – Charges, RFP Exhibit C;

1.3.4 Attachment 4 – Service Delivery Model;

1.3.5 Attachment 5 – Service Levels;

1.3.6 Attachment 6 – Field Services;

1.3.7 Attachment 7 – Roles and Responsibilities Matrix;

1.3.8 Attachment 8 – Maintenance and Support for Onsite Equipment;

1.3.9 Attachment 9 – Labor Rates;

1.3.10 Attachment 10 – Project Hardware

1.4 the General Terms for Airport IT Services dated **1, October 2021** and the following other documentation ("Schedules"):

1.4.1 Schedule 1 - General Definitions;

1.4.2 Schedule 2 - Implementation Principles;





- 1.4.3 Schedule 3 - Charging Principles; and
- 1.4.4 Schedule 4 - Operational & Delivery Principles
- 1.5 In this Supplement, defined terms have the meanings given in the General Definitions and or Schedules and if not defined therein, have the meanings given to them in this Supplement.
- 1.6 In the event of any conflict between the terms of this Supplement and the General Terms (including the Schedules thereto), the conflict will be resolved in the following order of precedence:
 - 1.6.1 any Changes agreed between the parties after the Effective Date;
 - 1.6.2 the conditions set out in Section 5 ("Special Conditions");
 - 1.6.3 the General Terms (including the Schedules thereto);
 - 1.6.4 the terms of this Supplement except the Special Conditions (including the Attachments hereto); and
 - 1.6.5 any other documents incorporated into this Supplement.
- 1.7 In this Supplement, the following additional definitions apply:
 - 1.7.1 "CUPPS" means the IATA developed common use standards and specifications for common use passenger processing systems, such as physical airport check-in or gate podium equipment.
 - 1.7.2 "Customer Site Acceptance Testing" means the testing conducted by the Customer on-site to validate that the configured Solution Services are ready, prior to conducting the Operational Trial.
 - 1.7.3 "DCS-Related Applications" means applications that are used by airlines and/or ground handlers' staff to directly check-in and board customers on airline flights.
 - 1.7.4 "Hardware warranty" has the meaning given to it in Section 6.3 of this Supplement.
 - 1.7.5 "Operational Readiness Testing" means testing conducted by the Customer to validate the readiness of the business to commence operations with the Solutions Services. This testing usually incorporates process testing, "dry runs" and a "rehearsal" of the support processes including help desk operations and incident management.
 - 1.7.6 "Operational Trial" means a period of parallel trial operation by the Customer using both the Solution Services and the Customer's legacy common use solution as a prelude to the operational Cutover of the Solution Services into the Production Environment.





- 1.7.7 "Project Hardware" all existing project hardware, listed in Attachment 10 of this Supplement, that was previously procured from Amadeus by the Swinerton Builders (Construction company) under the contract between Amadeus and Swinerton Builders and transferred by Swinerton Builders to the Customer for the purposes of use of the Services under this Supplement.
- 1.7.8 "Service Configuration Design" means the document that describes the service configuration for the Solution Services for the Customer during:
 - the Implementation Project; and
 - the operation of the Solution Services.
- 1.7.9 "Service Validation Testing" means the off-site testing conducted by Amadeus and the Customer to validate the configuration of the native or CUPPS-compliant DCS-Related Applications, terminal emulators and graphical user interfaces hosted in the Solution Services application virtualisation platform.
- 1.7.10 "Solution Services" has the meaning given to it in Attachment 1.

2. TERM

2.1 This Supplement shall commence on the Effective Date and shall continue in force for two (2) years from Cutover (the "Initial Term") unless terminated earlier in accordance with this Supplement or the Agreement.

2.2 This Supplement shall automatically renew at the end of the Initial Term for additional periods of twelve (12) months (each a "Renewal Term"). After the expiration of the Initial Term, either party may terminate this Supplement if such party gives the other at least 180 days' written notice of such termination. The Initial Term plus any Renewal Term shall constitute the Term of this Supplement.

3. IMPLEMENTATION SERVICES

The parties shall implement Amadeus Airport Common Use solution in accordance with the terms of Attachment 2.

4. CHARGES

Customer shall pay the Charges set out in Attachment 3 (Charges).

5. SPECIAL CONDITIONS

Without prejudice to Clause 13 (Limitation of Liability) of the General Terms, the Liability Cap (as referenced in Clause 13) applicable for all liabilities incurred under this Supplement shall be \$1,000,000.00 U.S. Dollars. The liability pursuant to the indemnity described in Section 6.2.8 below shall be unlimited and shall not be subject to the Liability Cap.

6. SERVICES

- 6.1 In consideration of payment of the Charges, Amadeus shall provide the Solution Services described in Attachment 1 (Solution Services) under the terms of this





Supplement and the Agreement, subject to the conditions and limitations and dependencies set forth in this Supplement:

6.1.1 Amadeus shall implement the Solution Services in accordance with Attachment 2 - Implementation in order to build the Service Delivery Model (Attachment 4) through which the Solution Services are provided.

6.1.2 Amadeus shall from Cutover provide the Solution Services to Customer and the Authorised Users through the Service Delivery Model to the performance standards set out in this Supplement.

6.1.3 Amadeus shall use commercially reasonable efforts to provide the Solution Services in accordance with the Service Levels set out in Attachment 5 (Service Levels). The Service Levels are advisory only and create no warranty or obligation as to result or performance.

6.2 The following Customer obligations shall apply (failure to comply shall be deemed a Savings Event):

6.2.1 Customer shall be responsible for ensuring that airlines and ground handlers managed through the ACUS Solution:

- (b) are advised that Amadeus is to become the contracted CUTE/CUPPS provider for the Airport locations in scope, with effect of Cutover; and
- (c) work collaboratively and expeditiously with and shall provide all reasonable assistance to Amadeus to achieve the implementation.

6.2.3 Customer shall obtain all requisite permissions from Authorised Users (including airlines, ground handlers and their respective subcontractors) to allow Amadeus and any Amadeus' Third Party to access, host and process all DCS-Related Applications and any passenger data and other sensitive data contained therein in connection with this Supplement.

6.2.4 Amadeus will provide LAN and internet access for the ACUS workstations at no charge to Amadeus and any requisite permissions from Customer third party network providers in relation to use and capacity of networks as contemplated hereunder.

6.2.5 Amadeus shall be responsible for the on-site management of the Airport Link Internet VPN connection required to connect to the Amadeus Data Center.

6.2.6 Customer's technical staff will be responsible for the maintenance and support of all on-site ACUS workstations and peripherals (first level maintenance after nine-months). Customer's technical staff will be responsible for the First Level Help Desk.

6.2.7 Amadeus will provide, and Customer shall participate in, Amadeus train-the-trainer training for Customer operational staff in the use of the Solution Services.

6.2.8 Customer shall ensure that its Authorised Users and Personnel comply with PCI DSS standards when using the Solution Services to process, capture or enter credit card details (e. g. via the Magnetic Stripe Reader (MSR) attached to the ACUS workstations or by entering such details into the airline DCS via the Solution). Customer shall ensure physical security of the relevant hardware at Customer's premises to ensure they are not tampered with in a way that





could put at risk PCI DSS compliance. Customer shall allow relevant PCI DSS audits of the Solution Services. Customer shall indemnify and hold harmless Amadeus and its Affiliates in respect of any Third-Party claims and Losses arising directly or indirectly from a breach of this provision. Amadeus reserves the right to introduce technical or procedural mechanisms to contain or mitigate any breach hereof. In case of Customer failure to comply with this clause, Amadeus reserves the right to disable the affected non-compliant functionality. Amadeus shall not be responsible for PCI-DSS compliance of airline or other third-party applications and systems.

- 6.2.9 The services do not include duties and levies, including but not limited to, import and custom taxes and duties, sales, use, gross receipts, excise, VAT, ad valorem and any other taxes, charges, or customs duties.
- 6.2.10 The services are based on Amadeus' normal costs in working for an airport's IT department. The services do not include extra costs that may be imposed by a general contractor for a construction project, including but not limited to: extra insurance, extra testing, and extra submittals.
- 6.2.11 Amadeus has no control over non-Amadeus Third Parties involved in the Project and the provision of Services. Customer shall be responsible for initial communication and ongoing coordination with Authorised Users and third parties, all involved airlines and any other third parties. Customer shall ensure that such Authorised Users and third parties follow the implementation and configuration schedule provided by Amadeus at the beginning of the Implementation Project. Delays or additional costs caused by lack of Authorised User or third-party cooperation and/or availability will not be attributable to Amadeus and could result in Project delays and additional costs to Customer.
- 6.2.12 The ACUS Project timeline is specifically dependent on the existence, execution, and continuation of requisite agreements between Customer, the Airport, airlines, and ground handlers to enable the utilization of ACUS. Customer is solely responsible for obtaining such agreements and/or ensuring those agreements are obtained.
- 6.2.13 Customer is responsible for providing or ensuring the provision of sufficient Customer and Airport internal resources, information and access for Amadeus teams as required by Amadeus, on a timely basis, to enable Amadeus to complete the product implementation, analysis, solution design, and Project planning according to the timelines agreed between Amadeus and Customer at the beginning of Project implementation.
- 6.2.14 During the term of this Supplement, Customer is responsible for ensuring that the Airport provides Amadeus, at no cost to Amadeus, with Airport office, test lab, training and storage space including office space with sufficient telephone and network cabling to the office/lab. Such office space shall be appropriately sized to accommodate all staff and required storage space.
- 6.2.15 Customer is responsible for ensuring that the Airport provides adequate secure storage for ACUS hardware spares post implementation, at no charge to Amadeus.
- 6.2.16 Customer shall be responsible for setting up and providing a First Level Help





Desk for all ground handlers and all airlines and any other third parties. The First Level Help Desk (FLHD) will be utilized for reporting of all AUCS and CUSS issues.

- 6.3 The Solution Services are subject to and conditional on signature by the parties of a hardware warranty for the provision of the hardware required in connection with the use of the Solution Services during the warranty period defined in Attachment 10 ("List of the Project Hardware").
- 6.4 The following shall be "Authorized Users" under this Supplement and may use the Solution Services within the use rights granted in this Supplement (including Clause 8 (Intellectual Property Rights) of the General Terms): Customer, airlines and ground handlers selected by Customer (including their respective Personnel), using, or serviced on the Solution Services by Customer in the scope of this Supplement at check-in counters, transfer counters, gates, and arrivals counters.



**ATTACHMENT 1 – SOLUTION SERVICES****1. ACUS Solution Services**

Amadeus Airport Common Use Service (ACUS) is a common use passenger processing service that is centrally hosted and accessed by Customer via a network connection. Customer (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 Customer to Authorized Users of ACUS .

The following services are in-scope of this Supplement and/or are Amadeus's responsibility on top of the above described ACUS Application Services:

Network connectivity (shall be provided by Amadeus) between the Customer Airport location and the centrally managed application virtualisation platform (see Section 2 (Amadeus Managed WAN Connection) below;

- On-site field services (See Attachment 6);
- Receipt of all hardware at Customer's site and secure storage for hardware at Customer's site during the implementation and post-implementation shall be Customer's responsibility; and
- Hosting of applications as described below within this Attachment 1.

The following services are out-of-scope of this Supplement and/or are Customer's responsibility:

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 Supplement; and

Pre-requisites

Customer agrees to implement a minimum number of 40 ACUS workstations, 32 CUSS units, 18 backwall screens, and 22 scales.

Gap Developments and Private Developments

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

INTEGRATION OF AIRPORT APPLICATIONS

Subject to Amadeus pre-approval and the cooperation of systems, networks, links, third parties and external components and services not provided by nor under the control of Amadeus, Amadeus will, if requested by Customer, interface Customer's local airport applications (e.g., FIDS interface) at airport locations listed in (Airports in Scope) of Attachment 2 with the Solution Services by:

- (a) Allowing the Solution Services to access browser-based applications via the workstation, or





(b) Subject to payment by Customer to Amadeus of additional charges per Man Hour at the Man Hour Rate set forth in Attachment 9, providing central hosting of applications within the ACUS application virtualisation platform, or

(c) 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 Customer shall pay the cost of this hardware upgrade as agreed between Amadeus and Customer.

Up to five (5) days of Amadeus effort to interface the Customer's local airport applications are included in the ACUS Implementation Project Fee set forth in Attachment 3 (Charges). If more than five (5) days of effort are required, Amadeus will charge, and Customer shall pay per Man Hour at the Man Hour Rate set forth in Attachment 3.

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

INTEGRATION OF AIRLINE APPLICATIONS

Amadeus utilises an application virtualisation approach to host DCS-Related Applications. Subject to Amadeus pre-approval and the cooperation of systems, networks, links, third parties and external components and services not provided by nor under the control of Amadeus, Amadeus will interface DCS-Related Applications that directly check-in and board passengers at the Customer airports listed in (Airports in Scope) of Attachment 2. Such Amadeus standard integration efforts will be included in the Implementation Fee set forth in Attachment 3 (Charges).

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

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

will be subject to additional charges payable by Customer per Man Hour at the Man Hour Rate set forth in Attachment 3.

2. Amadeus Managed WAN Connectivity

Implementation of the Amadeus Managed WAN Connectivity shall be provided by Amadeus.

3. CUSS Solution Services

Amadeus Common Use Self Service (CUSS) is a common use passenger processing service that is locally hosted. Customer (and for use by Authorized Users) is granted access to airline departure control system (DCS) for passenger processing functions such as check-in. CUSS also enables the monitoring and reporting of system usage and events.





to enable the planning and monitoring.

The following services are in-scope of this Supplement and/or are Amadeus's responsibility for CUSS Solution Services:

Network connectivity (shall be provided by Amadeus) between the Customer Airport location and the locally managed application platform (see Section 2 "Amadeus Managed WAN Connectivity" above;

On-site field services; See Attachment 6.

Receipt of all hardware at Customer's site and secure storage for hardware at Customer's site during the implementation and post-implementation shall be Customer's responsibility; and

The following services are out-of-scope of this Supplement and/or are Customer's responsibility:

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 Supplement; and

Pre-requisites

Customer agrees to implement a minimum number of 40 ACUS workstations, 32 CUSS units, 18 backwall screens, and 22 scales.

Gap Developments and Private Developments

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

INTEGRATION OF AIRPORT APPLICATIONS

Subject to Amadeus pre-approval and the cooperation of systems, networks, links, third parties and external components and services not provided by nor under the control of Amadeus, Amadeus will, if requested by Customer, interface Customer's local airport applications (e.g., FIDS interface) at airport locations listed in (Airports in Scope) of Attachment 2.

INTEGRATION OF AIRLINE APPLICATIONS

Amadeus utilises an application platform to host Airline CUSS Applications. Subject to Amadeus pre-approval and the cooperation of systems, networks, links, third parties and external components and services not provided by nor under the control of Amadeus, Amadeus will interface DCS-Related Applications that directly check-in at the Customer airports listed in (Airports in Scope) of Attachment 2. Such Amadeus standard integration efforts will be included in the Implementation Fee set forth in Attachment 3 (Charges).

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

airline or third-party applications which:

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





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

will be subject to additional charges payable by Customer per Man Hour at the Man Hour Rate set forth in Attachment 3.

4. AMADEUS AIRPORT CONNECTION AWS

Implementation of the Amadeus Airport Connection AWS shall be provided by Amadeus.





ATTACHMENT 2 - IMPLEMENTATION

1. HIGH LEVEL IMPLEMENTATION PLAN

The Project high-level implementation plan shall be further detailed and refined during the baselining activities and provided as part of the project process. The implementation approach may be modified by mutual agreement if further detailed analysis results in a more appropriate implementation approach being identified.

2. AIRLINES

Airline(s)	DCS
American Airlines	Sabre
Delta Airlines	Apollo
Southwest Airlines	Altea
Hawaiian Airlines	Sabre

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

3. NETWORK CONNECTIVITY

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

Customer Airport – ACUS Network connectivity
Amadeus Managed WAN Connectivity Service

4. AIRPORTS IN SCOPE

At the Effective Date of this Supplement, ACUS hardware warranty, together with the Solution Services configured and installed Amadeus receiver software, will be deployed and accessible by the Customer only at the following in scope Airport locations for the provisioning of the implementation of the Solution Services (unless otherwise agreed between the parties in accordance with the Change Control Procedure):

Airport	Terminal	Country
Long Beach Airport	Terminal Historical and Ticketing	USA





Long Beach Airport

AMADEUS

**ATTACHMENT 3 - CHARGES
RFP EXHIBIT C**

1. CHARGES - PAYMENTS

1.1. Payment

All Charges for Services under this Supplement will be charged, and shall be paid, quarterly per the SOV for Support (dated 8/25/2021) identified below.

2. CHARGES FOR DEVELOPMENT

If development is required, Amadeus shall charge, and Customer shall pay on a time-and-materials basis at the Man Hour Rate above for such development efforts unless otherwise agreed between the parties in accordance with the Change Control Procedure.

Schedule Of Value for Support

PAGE 1 OF 1 PAGES

Project Name: LGB Phase II Terminal
Area Improvements

DATE: **8/25/2021**
Contract
NO:

A	B	C	D	E	F	G	H
NO.	Support for Year 1 (Starting from October 2021)	Annual	Quarterly	Previously invoiced	Invoiced this Period	Year-To Date	Remaining
1	Amadeus ACUS Application Services Year 1	\$25,000.00	\$ 6,250.00	\$ -	\$ -	\$0.00	\$25,000.00
2	24x7 Help Desk Support Base Year 1	\$27,000.00	\$ 6,750.00	\$ -	\$ -	\$0.00	\$27,000.00
3	consumables/Managed Services	\$251,094.00	\$ 62,773.50	\$ -	\$ -	\$0.00	\$251,094.00
4	Project Hardware Warranty Year 1	\$13,000.00	\$ 3,250.00	\$ -	\$ -	\$0.00	\$13,000.00
5	CUSS Support (Included)	\$0.00	\$ -	\$ -	\$ -	\$0.00	\$0.00
6	Field Services Year 1	\$250,079.00	\$ 62,519.75	\$ -	\$ -	\$0.00	\$250,079.00
			\$ -	\$ -	\$ -		
	TOTALS (Year 1)	\$566,173.00	\$ 141,543.25	\$ -	\$ -	\$0.00	\$566,173.00
A	B	C	D	E	F	G	H
NO.	Support for Year 2	Annual	Quarterly	Previously invoiced	Invoiced this Period	Year-To Date	Total Remaining





Long Beach Airport

AMADEUS

1	Amadeus ACUS Application Services Year 2	\$26,000.00	\$ 6,500.00	\$ -	\$ -	\$0.00	\$26,000.00
2	24x7 Help Desk Support Base Year 2	\$28,000.00	\$ 7,000.00	\$ -	\$ -	\$0.00	\$28,000.00
3	consumables/Managed Services Year 2	\$258,626.00	\$ 64,656.50	\$ -	\$ -	\$0.00	\$258,626.00
4	Project Hardware Warranty Year 2	\$15,801.00	\$ 3,950.25	\$ -	\$ -	\$0.00	\$15,801.00
5	Field Services Year 2	\$258,182.00	\$ 64,545.50	\$ -	\$ -	\$0.00	\$258,182.00
6	CUSS Support	\$35,000.00	\$ 8,750.00	\$ -	\$ -	\$0.00	\$35,000.00
	TOTALS (Year 2)	\$621,609.00	\$ 155,402.25	\$ -	\$ -	\$0.00	\$621,609.00

A	B	C	D	E	F	G	H
NO.	Support for Year 3	Annual	Quarterly	Previously invoiced	Invoiced this Period	Year-To Date	Total Remaining
1	Amadeus ACUS Application Services Year 3	28,000.00	\$ 7,000.00	\$ -	\$0.00	\$0.00	\$28,000.00
2	24x7 Help Desk Support Base Year 3	27,679.00	\$ 6,919.75	\$ -	\$0.00	\$0.00	\$27,679.00
3	consumables/Managed Services Year 3	268,346.00	\$ 67,086.50	\$ -	\$0.00	\$0.00	\$268,346.00
4	Project Hardware Warranty Year 3	15,082.00	\$ 3,770.50	\$ -	\$0.00	\$0.00	\$15,082.00
5	CUSS Support	37,000.00	\$ 9,250.00	\$ -	\$0.00	\$0.00	\$37,000.00
6	Field Services Year 3	265,527.00	\$ 66,381.75	\$ -	\$0.00	\$0.00	\$265,527.00
	TOTALS (Year 3)	\$641,634.00	\$ 160,408.50	\$ -	\$ -	\$0.00	\$641,634.00

A	B	C	D	E	F	G	H
NO.	Support for Year 4	Annual	Quarterly	Previously invoiced	Invoiced this Period	Year-To Date	Total Remaining
1	Amadeus ACUS Application Services Year 4	\$29,000.00	\$ 7,250.00	\$ -	\$0.00	\$0.00	\$29,000.00
2	24x7 Help Desk Support Base Year 4	\$28,331.00	\$ 7,082.75	\$ -	\$0.00	\$0.00	\$28,331.00
3	consumables/Managed Services Year 4	\$274,378.00	\$ 68,594.50	\$ -	\$0.00	\$0.00	\$274,378.00
4	Project Hardware Warranty Year 4	\$20,695.00	\$ 5,173.75	\$ -	\$0.00	\$0.00	\$20,695.00
5	Field Services Year 4	\$270,463.00	\$ 67,615.75	\$ -	\$0.00	\$0.00	\$270,463.00
6	CUSS Support	\$40,000.00	\$ 10,000.00	\$ -	\$0.00	\$0.00	\$40,000.00
	TOTALS (Year 4)	\$662,867.00	\$ 155,716.75	\$ -	\$0.00	\$0.00	\$662,867.00

Airport IT Services Agreement
Supplement for Amadeus Airport Common Use Services





Long Beach Airport

amadeus

A	B	C	D	E	F	G	H
NO.	Support for Year 5	Annual	Quarterly	Previously invoiced	Invoiced this Period	Year-To Date	Total Remaining
1	Amadeus ACUS Application Services Year 5	\$30,000.00	\$ 7,500.00	\$ -	\$0.00	\$0.00	\$30,000.00
2	24x7 Help Desk Support Base Year 5	\$28,162.00	\$ 7,040.50	\$ -	\$0.00	\$0.00	\$28,162.00
3	consumables/Managed Services Year 5	\$282,608.00	\$ 70,652.00	\$ -	\$0.00	\$0.00	\$282,608.00
4	Project Hardware Warranty Year 5	\$27,496.00	\$ 6,874.00	\$ -	\$0.00	\$0.00	\$27,496.00
5	Field Services Year 5	\$275,000.00	\$ 68,750.00	\$ -	\$0.00	\$0.00	\$275,000.00
6	CUSS Support	\$42,000.00	\$ 10,500.00	\$ -	\$0.00	\$0.00	\$42,000.00
	TOTALS (Year 5)	\$685,266.00	\$ 160,816.50	\$ -	\$0.00	\$0.00	\$685,266.00
						Total Contract	3,177,549





**ATTACHMENT 4
SERVICE DELIVERY MODEL**

1. SCHEDULE 4 (OF THE GENERAL TERMS) APPLICATION

The following list represents the out of scope services and in-scope services (as further described in Schedule 4 (Operational & Delivery Principles)) provided to Customer in connection with the Solution Services:

Amadeus Service	In/Out of Scope / Comments
Help-Desk Services	
<ul style="list-style-type: none"> End-User Help Desk Services 	Out of scope (after initial 6-month period)
<ul style="list-style-type: none"> Amadeus Help Desk Services 	In-scope
Incident & Problem Management	
ACUS - Application Virtualisation Platform:	
<ul style="list-style-type: none"> Project Hardware Support 	In-scope
<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 	In-scope
Network Services	
<ul style="list-style-type: none"> Point of Demarcation 	Amadeus Data Centre (only if Amadeus would provide a fully managed WAN / Network to the Airport, then the Point Demarcation would be the Airport Core Room)





Amadeus Service	In/Out of Scope / Comments
<ul style="list-style-type: none"> Managed WAN Network Connectivity from Customer location to the centrally managed application virtualisation platform 	In-scope
<ul style="list-style-type: none"> Amadeus AWS 	In-scope
<ul style="list-style-type: none"> Field Services 	In-scope
Site Infrastructure Services	Out of scope
Third Party Supplier Management Cooperation with Third Parties	<p>In scope with respect to hardware as per separate Hardware warranty between Amadeus and Customer</p> <p>Out of scope with respect to the network set out below in Section 2 of this Attachment.</p>
Termination Assistance Services	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 Customer shall procure and maintain the same at Customer's cost.

<p>NETWORK</p> <p>LAN Infrastructure</p> <p>LAN infrastructure, including suitable cabling, power points, LAN points, VLANs etc. in the Airport locations (except active LAN infrastructure provided by Amadeus (i.e. network switches, firewalls and routers)</p>
--





ATTACHMENT 5 – ACUS SERVICE LEVELS

1. INTRODUCTION

This Attachment describes the standard of performance of the ACUS Application Services provided under the Agreement to and for the benefit of Customer. The Service Levels set out herein shall only apply to Supplements to the extent specifically provided for therein. Any Services Levels set out in this Attachment 5 and in this Supplement shall not apply to CUSS Services. Availability of the CUSS Kiosk Application is defined in Attachment 8.

2. DEFINITIONS

“Acknowledgement”	means the acknowledgement, whether through human interaction or automation methods, of receipt by the Amadeus Help Desk of an incident reported by the Customer, as indicated by a time stamp in the Amadeus Incident and Problem Management System, and “Acknowledged” shall be construed accordingly.
“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.
“Application Services”	means the Services described in Attachment 1 (Solution Services).
“At Risk Percentage”	means in relation to each month, a percentage of the monthly Ongoing Charges for the respective Measured Service, as further described in this Attachment 5.
“Availability”	means the relevant Measured Service is able to send valid responses to valid requests (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 “ Functional Incident ”, being an Incident, which requires the loading of new software code to achieve Recovery, and an “ Operational Incident ”, which does not.
“Incident, Problem and Change Management System”	means the Amadeus’ system that facilitates the execution of the operating procedures described in Schedule 4 - Operational & Delivery Principles.
“Incident Record” or “IR” or “PTR”	means the Amadeus record of each Incident documented in the Amadeus Incident, Problem and Change Management System.
“Incident Recovery Time”	means the time taken by Amadeus to recover the relevant Incident through the implementation of a workaround or a fix (temporary or permanent), which is measured from the time of Incident Acknowledgement by Amadeus.





"Measured Service"	is the specific Service that is being measured for a given Service Level Metric, as specified in this Attachment 5 of this Supplement (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 Amadeus to enable the accurate measurement of the performance criteria for the Measured Service.
"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 Available (and includes any Scheduled Outage, Unscheduled Outage and Extraordinary Scheduled Outage).
"Point of Measurement" or "PoM"	means the physical location where Availability or other Measured Services are measured as set out in this Attachment.
"Recovery"	means an Incident is not presently affecting the Ongoing Service, once: <ul style="list-style-type: none"> • the Ongoing 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 Customer, or • a permanent solution has been implemented via recovery PTR, or • any of the events in Section 8.3.3 has occurred. "Recovered" or "Recover(s)" shall be construed accordingly.
"Scheduled Outage"	means any Outage that is planned and communicated in accordance with the Amadeus outage scheduling plan.
"Service Credit"	means the value calculated in accordance with Section 9.1.1.
"Service Credit Amount"	means the amount credited against the Ongoing Charges by Amadeus for Service Level Defaults in accordance with Section 9.
"Service Credit Start Date"	has the meaning given in this Attachment.
"Service Level"	means each performance metric set out in this Attachment 5 relating to the performance of the given Ongoing 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 5.
"Service Level Default"	occurs when a Measured Service does not meet the Service Level for a Measurement Window.
"Severity 1"	means a disruption to the Availability of the Measured Service which has a major impact on Customer's business, operations, or customers where a system, network, data, application, or functionality under this





	Supplement 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 Customer’s business, operations, or customers where a system, network, data, application, or functionality under this Supplement 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

For the avoidance of doubt, Amadeus 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:

- (a) Service or resource reductions agreed through the Change Control Procedure but where Amadeus has notified Customer that the implementation of such request may result in a failure to meet a Service Level;
- (b) failure of Customer or non-Amadeus Third Party systems, networks or degradation of services not provided by Amadeus nor under the control of Amadeus; and
- (c) changes implemented by Customer or Customer activities which have not been initiated by nor communicated to Amadeus nor agreed to between Amadeus and Customer.

3.2 The achievement of Service Levels may be impacted by factors outside of Amadeus’ control. Accordingly no Service Levels or performance warranties apply for transmissions through the Internet or any other network or interactions with systems outside of Amadeus’ control such as (non exhaustively) Customer local network performance degradation, Customer PC hardware limitations, Customer or non-Amadeus Third Party systems or application settings that are in the control of Customer to establish and maintain and Customer anti-virus settings that can be attributed to having an impact on the Ongoing Services.

4. SCHEDULED OUTAGES, EXTRAORDINARY SCHEDULED OUTAGES

4.1 Amadeus may take Scheduled Outages for maintenance purposes:

- (a) during the Agreed Service Time, provided the number of Scheduled Outages per Measured Service under Section 8.1 (Availability) shall not exceed twelve (12) Scheduled Outages per calendar year, comprising one (1) Scheduled Outage per month,
- (b) and any other Scheduled Outage shall be an Unscheduled Outage for the excess time unless it is an Extraordinary Scheduled Outage.

4.2 Amadeus may introduce Extraordinary Scheduled Outages, temporary variations and/or suspensions to specific Service Levels in the following cases:





- (a) to implement platform technology changes that cannot be reasonably implemented without taking an Outage; or
- (b) to remedy system issues that cannot be reasonably implemented without taking an Outage, as determined by Amadeus.

4.3 If the Scheduled Outage or Extraordinary Scheduled Outage, either starts before or continues beyond the announced start and end times, the number of minutes either before or beyond such start or end time will be deemed an Unscheduled Outage.

4.4 Amadeus shall confirm to Customer 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.

4.5 For both Scheduled Outages and Extraordinary Scheduled Outages, Amadeus shall provide Customer with the reasons for such Outage, the nature and expected timing and, any expected impact on the Measured Services.

5. TIMES

5.1 Unless otherwise set forth herein, all references in this Attachment 5 (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.

6. MONITORING SYSTEM

6.1 Unless otherwise agreed, Amadeus 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.

7. SERVICE LEVEL

7.1 General

7.1.1 The Service Levels shall come into force as of the Service Level Commencement Date and shall apply for the Term of the Supplement.

7.1.2 The Service Levels will be measured at the Point of Measurement specified in this Attachment 5. Amadeus 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.

7.1.3 Where there are system changes, or other changes driven by Customer requirements, such as the reengineering or re-design of the network, re-location of the Customer data centre and/or Customer specific developments, which materially affect the Service Level performance, the Service Levels may be revised via the Change Control Procedure and the Customer will not unreasonably withhold or delay agreement to the Change.

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





8. ACUS SERVICE LEVEL METRICS

8.1 Availability

8.1.1 This Service Level Metric is a measurement of the period of time during a Measurement Window that a Measured Service is Available to Customer 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 Amadeus to meet the Availability Service Level compliance percentage according to the following table for a Measurement Window shall be deemed a Service Level Default for that Measurement Window.

Measured Service	Service Level	PoM
ACUS Application Virtualisation Platform	99.95%	Amadeus Data Centre

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

- (a) the point in time that such Outage is detected by Amadeus through its Monitoring System; or
- (b) reports received by the Amadeus Help Desk of such Outage; or
- (c) observation of Amadeus Personnel of such Outage; or
- (d) any other manner in which Amadeus becomes aware that the Measured Service is not Available,

and shall end at the time when Amadeus registers in its Monitoring System traffic from Customer or Customer’s customer or from other Third Parties that access the Services directly and which generates valid responses from the Measured Service

8.1.5 In all instances, Amadeus shall use commercially reasonable efforts to report the actual Outage period associated with any Outage for the Measured Service.

8.2 Incident Acknowledgement

8.2.1 This Service Level Metric measures the time it takes for Amadeus 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 Customer,





to the time the same Incident Record is Acknowledged by Amadeus. 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 Customer shall log Incidents and assign Severity Levels, to the Incidents reported, directly in the Amadeus Incident and Problem Management system. Amadeus reserves the right to reassess a Severity Level if the Severity Level assigned is incorrect.

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

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 Amadeus Help-Desk that should have been Acknowledged within the parameters described in the table above for the same Measurement Window,

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

C, the compliance percentage = B/A x 100

8.2.4 A failure by Amadeus to meet the Service Level compliance percentage according to the table above for a Measurement Window shall be deemed a Service Level Default for that Measurement Window.

8.3 Incident Recovery

8.3.1 This Service Level Metric measures the time Amadeus takes to Recover the impacted Ongoing Service for Severity 1 or Severity 2 Incidents logged by the Customer. An Incident shall only be allocated to the Measurement Window in which Acknowledgement of the Incident should have taken place in accordance with the applicable Service Level.

8.3.2 This Service Level shall be measured as the number of minutes/hours elapsed during a Measurement Window from the time of the Acknowledgement by the Amadeus Help-Desk of the Incident, to time when Recovery of the impacted Ongoing Services is achieved.

8.3.3 Recovery shall be deemed to have been achieved when, through a fix, work-around, bypass or other means, the impacted Ongoing Service has been restored, which generally follows occurrence of one or more of the following (whichever the earliest):





- (a) Amadeus receives confirmation from Customer that the impacted Ongoing Services have been Recovered;
- (b) the Monitoring System registers traffic of messages relating to the impacted Ongoing Services; and/or
- (c) Amadeus Help-Desk assigns the Incident Record to Customer Help-Desk which confirms that the Incident is Recovered.

8.3.4 In the event that the Customer Help-Desk, by notice to Amadeus, reasonably demonstrates that Recovery has not been achieved for the impacted Ongoing Services, then Amadeus 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.

Measured Service	Service Level	PoM
Severity 1 Incident Records Recovery	within 4 hours for 80% of all Severity 1 Incidents Records	Amadeus Incident and Problem Management System
Severity 2 operational Incident Records Recovery	within 8 hours for 80% of all operational Severity 2 Incidents Records	Amadeus Incident and Problem Management System
Severity 2 non-operational Incident Records Recovery	within 90 days for 80% of all non-operational Severity 2 Incidents Records	Amadeus Incident and Problem Management System

9. SERVICE CREDIT SCHEME

9.1 General

9.1.1 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:





Service Level Metric	Service Credits for Service Level Default	Maximum Service Credits per Measurement Window	Maximum Service Credits per Calendar Year
Availability per Measured Service	100	100	1,000
Incident Recovery Severity 1	20 (per Incident that missed the target)	100	1,000
Incident Recovery operational Severity 2	10 (per Incident that missed the target)	50	500
Total		250	2,500

9.1.2 This Service Credit scheme will apply to each Service Level Metric in respect of which Service Credits have been allocated in the table above, 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”).

9.1.3 Amadeus shall notify the Customer (in the standard monthly reporting) if Service Credits have accrued with respect to the Measurement Window covered in the report.

9.1.4 The parties agree that any Service Credit Amount are liquidated damages and that the payment of such amounts by Amadeus is Amadeus’ sole obligation and liability, and Customer’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, provided that nothing in this Section 9.1.4 shall limit Customer’s right to exercise any termination right for failure to meet Service Levels if expressly provided in accordance with Clause 15 (Termination of These General Terms and Supplements) of the General Terms to the Agreement.

9.3 Service Credits

9.3.1 If a single Incident results in Amadeus failing to meet more than one (1) Service Level Metric for a single Application Service, Customer can only select one of the Service Level Metrics for which it will be entitled to receive a Service Credit. Customer shall not be entitled to a Service Credit for each of such Service Level Defaults.

9.3.2 For each calendar year during the Term, Amadeus shall pay to Customer a Service Credit Amount calculated in accordance with the following formula:





Service Credit Amount = Ongoing Charges (per annum) x Service Credit percentage

Where:

Service Credit percentage = (A/B x C) x 100

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

B = Maximum Service Credits which can be accrued for the calendar year for Service Level Defaults as allocated in with 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 Amadeus fails to meet the Service Level for the performance metrics in a calendar year, and Customer has paid for the calendar year in which the Service Level Defaults Ongoing Charges of \$1,000,000 and that the 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 Customer 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% (At Risk Percentage)

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

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

9.3.3 By way of limitation, in no event shall:

- (a) the total Service Credit percentage arising in a single calendar year exceed the 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:

Maximum Service Credits per year	At Risk Percentage
2,500	5.0%





9.4 Settlement of Service Credits

9.4.1 The Service Credit Amount shall be credited to Customer on the quarterly invoice for the 1st quarter of the calendar year immediately following the calendar year in which such Service Credits accrued.

9.4.2 If the Supplement or the Supplement and the Agreement expire or is/are terminated, Amadeus will, unless terminated by Amadeus pursuant to Clause 15.1 or 15.2 of the General Terms, pay the Service Credit Amount to Customer within sixty (60) days after the effective termination date.

10. SERVICE LEVEL REPORTS

10.1 From the next calendar month following Service Level Commencement date, Amadeus shall provide to Customer a set of electronic reports detailing Amadeus' performance against and compliance with the Service Levels as set out in this Attachment:

Report	Content	Delivery Medium	Frequency
Service Level Report	Amadeus' 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



**ATTACHMENT 6 – FIELD SERVICES****1. INTRODUCTION**

This Attachment describes the standard of performance of the Ongoing Onsite Field Services provided under the Agreement to and for the benefit of Customer. The Onsite Field Services set out herein shall only apply to Supplements to the extent specifically provided for therein.

2. FIELD SERVICES

Amadeus Onsite Support Staff will consist of one Amadeus Site Manager and one Amadeus System Engineer. The Amadeus onsite staff will cover the hours as set out in Sections 6.A and 6.B below.

3. SITE MANAGER

Available on site during the hours as set out in Sections 6.A and 6.B, with one-hour lunch break, and available via cell phone outside of regular business days/hours for escalation. Unless additional support hours are required to meet the needs of the Airport.

The airport Regular Operational Days and Hours: Monday – Sunday 4:30 am to 9:00 pm

Outside Regular Operational Days and Hours: Monday – Sunday 9:01 pm to 4:29 am

Amadeus Site manager is subject to additional work hours required for meetings, special events, and emergencies, urgent matters.

Amadeus Holiday Schedule is covered within the cost of the Support Agreement

Amadeus Holiday schedule will be provided to the Airport at the beginning of each calendar year. See Attachment 8.

Amadeus Vacation is covered within the cost of the Support Agreement

Vacation requests should be submitted to the Airport 10 (ten) regular business days prior to the requested leave date.

If Site Manager requests two consecutive weeks (10 (ten) regular business days) of vacation leave, Amadeus will provide an alternate for the Site Manager for at least 5 of the regular business days if no other Amadeus staff are on site.

The Airport may deny vacation requests based on the Airport's business needs and agreed to by Amadeus.

Illness/injury requiring the Amadeus Site Manager to be absent is covered with the cost of the Support Agreement.

Illness/injury must be reported to the Airport within 1 (one) hour before scheduled shift begin time.

Illness/Injury greater than 5 (five) consecutive regular business days will require Amadeus to provide an alternate Site Manager for the duration of the illness/injury if no other Amadeus staff are on site.

The Amadeus Site Manager shall meet all local and national security requirements and





comply with all laws and regulations that are otherwise legally required to work at the airport.

The Site Manager shall meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at the Airport.

The Amadeus Site Manager will be required to sign a non-disclosure agreement and keep the details of this project confidential. Failure to sign or abide by the non-disclosure agreement will be grounds for contract cancellation. The Amadeus Site Manager will be required to acknowledge agreement of any existing Airport Security Program at the Airport.

4. **SYSTEM ENGINEER**

Available on site during the hours as set out in Sections 6.A and 6.B with one-hour lunch break, and available via cell phone outside of regular business days/hours for escalation. Unless additional support hours are required to meet the needs of the Airport.

The airport Regular Operational Days and Hours: Monday – Sunday 4:30 am to 9:00 pm

Outside Regular Operational Days and Hours: Monday – Sunday 9:01 pm to 4:29 am

Amadeus System Engineer is subject to additional work hours required for meetings, special events, and emergencies, urgent matters.

Amadeus Holiday Schedule is covered within the cost of the Support Agreement

Amadeus Holiday schedule will be provided to the Airport at the beginning of each calendar year. See Attachment 8.

Amadeus Vacation is covered within the cost of the Support Agreement

Vacation requests should be submitted to the Airport 10 (ten) regular business days prior to the requested leave date.

If the System Engineer requests two consecutive weeks (10 (ten) regular business days) of vacation leave, Amadeus will provide an alternate for the System Engineer for at least 5 of the regular business days if no other Amadeus staff are on site.

The Airport may deny vacation requests based on the Airport's business needs and agreed to by Amadeus.

Illness/injury requiring the Amadeus System Engineer to be absent is covered with the cost of the Support Agreement.

Illness/injury must be reported to the Airport within 1 (one) hour before scheduled shift begin time.

Illness/Injury greater than 5 (five) consecutive regular business days will require Amadeus to provide an alternate System Engineer for the duration of the illness/injury if no other Amadeus staff are on site.

The Amadeus System Engineer shall meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the airport.

The System Engineer shall meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at the Airport.





The Amadeus System Engineer will be required to sign a non-disclosure agreement and keep the details of this project confidential. Failure to sign or abide by the non-disclosure agreement will be grounds for contract cancellation. The Amadeus Site Manager will be required to acknowledge agreement of any existing Airport Security Program at the Airport.

5. AMADEUS REMOTE SUPPORT STAFF

- 5.1 Remote work and services shall be provided and performed primarily from the state of Florida, U.S.A., or Europe.
- 5.2 After-hours remote work and services shall be provided and performed from various locations within the U.S.A. and Europe.
- 5.3 Remote access shall meet the Airport's security requirements and agreed to by Amadeus.
- 5.4 Amadeus will provide notice to the Airport within 24-hours of a termination or resignation of support staff.
- 5.5 The Amadeus remote support staff may be required to sign a non-disclosure agreement and keep the details of this project confidential. Failure to sign or abide by the non-disclosure agreement will be grounds for contract cancellation. Amadeus will be required to acknowledge will be required to acknowledge agreement of any existing Airport Security Program at the Airport.
- 5.6 Remote coverage will be provided for Site Manager or System Engineer if both are out during illness.

6. SUPPORT OVERVIEW

A. Initial On-Site Amadeus Staffing (Base Bid):

1. Amadeus shall include nine (9) months of extended onsite support personnel which shall be provided until 31 July 2022 ("Extended Onsite Support"). During r Extended Onsite Support period the Amadeus shall provide such extended onsite support personnel during the following hours of operation 4:30am until 9:00pm, with one-hour lunch break, 7 days a week that will address the everyday maintenance needs of the Airport CUPPS from a hardware, software, and installation point of view. The details including base or minimum responsibilities for these onsite technicians are as follows:
 - 1.1 On Site Support Staff will consist of one Amadeus Site Manager and one Amadeus System Engineer and two/three contracted field engineers. The contracted field engineers will cover onsite production for a nine-month Extended Onsite Support duration. During this period Customer's staff will be trained for level one support. Customer would have the option to hire the contracted field engineers if desired.





1.2 After Extended Onsite Support period (after 31 July 2022) Amadeus Site Manager and System Engineer, will be onsite Sunday through Saturday 4:30am to 1:30pm, with one-hour lunch break. Amadeus staff would handle Level 2 and be the escalation for Level 3 issues

1.3 After Extended Onsite Support period (31 July 2022) Customer staff will be onsite during the following hours of operation 4:30am until 9:00pm, 7 days a week, 365 days a year handling Level 1 calls.

- a. The onsite Amadeus staff will perform all installation work on all Airport CUPPS field hardware, and peripheral related equipment, as well as all software programming, updates, and other activities related to Airport CUPPS.
 - b. The onsite Amadeus Site Manager will also be designated as the onsite foreman or management representative and the first point-of-contact for the CUSTOMER. The onsite foreman will be responsible for not only for assisting, overseeing, and scheduling work in the field, but also be responsible for performing daily on-site administrative functions, limited project management, and other related support and services for all locations, as well as, managing the work efforts of the onsite software technician. The onsite foreman will also be responsible for other related activities such as the production of formal documentation and reports, attending meetings, performing field surveys, and other activities as identified by CUSTOMER's Engineering Division Head, IT Technical Manager and/or designee and agreed to with Amadeus.
 - c. The onsite foreman will report to CUSTOMER's Engineering Division Manager, IT Technical Manager and/or designee and will ensure daily coordination with CUSTOMER on trouble tickets and any service requirements of the Airport CUPPS. Amadeus staff will follow established CUSTOMER standards including, but not limited to, responding to Work Orders in a timely fashion.
- 2 The requirements stated herein are the minimum. Amadeus may add staff as deemed appropriate to handle the workload, that falls within the scope of the contract, but shall not constitute additional compensation above the base maintenance fee.
 - 3 Amadeus will have third party subcontracts in place with subcontractors (including all contractor licenses and work required permits) who would be called upon by the Amadeus at any time to perform other billable work on assigned tasks that may be required such as, but not limited to: CUPPS equipment consumable materials, fabrication, conduit installation, wire/cable installation, and testing.

B. Subsequent On-Site Amadeus Staffing (Additive Alternates – Extended Maintenance):

1. Following Extended Onsite Support period described in Section 6.A, the Amadeus will provide support as set out in Section 6.A.1.2 above to address the everyday maintenance needs of the Airport CUPPS from a hardware, software, and installation point of view. The details including base or minimum responsibilities of support after 31 July 2022 are as follows:
 - a. The onsite System Engineer will perform all installation work on all Airport CUPPS field hardware, and peripheral related equipment, as well as all software programming, updates, and other activities related to any of the Airport CUPPS.





- b. The onsite System Engineer will also be designated as the backup onsite foreman or management representative and first point-of-contact for CUSTOMER. The onsite foreman will be responsible for not only for assisting, overseeing, and scheduling work in the field, but also be responsible for performing daily on-site administrative functions, limited project management, and other related support and services for all locations including managing the work efforts of the onsite software technician. The backup onsite foreman will also be responsible for other related activities such as the production of formal documentation and reports, attending meetings, performing field surveys, coordinating with City IT department, and other activities as identified by CUSTOMER's Engineering Division Manager, and/or designee and agreed to with Amadeus.
 - c. The backup onsite foreman will report to CUSTOMER's Engineering Division Manager, and/or designee and will ensure daily coordination with CUSTOMER on trouble tickets and any service requirements of the Airport CUPPSs. Amadeus staff will follow established CUSTOMER standards including but not limited to responding to Work Orders in a timely fashion.
2. The requirements noted herein are the minimum. Amadeus may add staff as deemed appropriate to handle the workload but shall not constitute additional compensation above the base maintenance fee. Amadeus shall have like qualified field and software technicians available to supplement onsite staff as necessary in order to complete assigned tasks in a timely fashion.
 3. Amadeus will have all third party subcontracts in place with subcontractors (including all contractor licenses and work required permits) who would be called upon by the Amadeus at any time to perform other billable work on assigned tasks that may be required such as, but not limited to: CUPPS consumable materials, fabrication, conduit installation, wire/cable installation, and testing.

C. On-Call Emergency Repair Services:

1. On-Call Emergency Repair Services shall be defined as Technicians performing emergency repairs on any of the Amadeus software and Amadeus hardware on Airport CUPPS resulting from accidental or wilful damage or misuse of these Systems on an "as needed" and "on-call" basis for Severity 1 issues. The "On-Call" Technicians shall be available to perform Services at CUSTOMER within one hour of initial notification by CUSTOMER.
2. For the term of this Supplement, the Amadeus shall provide one (1) Site Manager and one (1) System Engineer on an "as needed" and "on-call" basis.

D. Reporting Location of Amadeus Staff:

The reporting location of Amadeus staff will be assigned by CUSTOMER's Engineering Division Manager and/or designee and may change at any time during the Contract Period. All related costs for Amadeus staff, including, but not limited to, insurance, security badges, parking, transportation etc. shall be included in the cost proposal.

E. On-Site Amadeus Staff:

1. All Amadeus staff Service Technicians assigned to this project who will be or may be called upon to work at CUSTOMER must be able to pass a Criminal History Records Check (CHRC)





as defined in 49 CFR 1542.209 in order to obtain a CUSTOMER Security Identification Area (SIDA) badge.

2. All Amadeus staff service technicians must be certified to work on the Airport CUPPSs identified herein. Certifications must state technician is certified to maintain, repair and program the CUPPS equipment/systems being covered by this contract.
3. The System Engineer must have a minimum of 2 years of experience working with the languages and tools used by the Airport CUPPS identified herein including all Microsoft Windows operating system programs and network systems.
4. The regular eight-hour work shifts with one-hour lunch for these staff members may vary and will be agreed to by Amadeus and CUSTOMER.
5. Amadeus must ensure each of its on-site Amadeus employees have; (a) smart cellular telephones capable of texting and sending and receiving CUSTOMER emails; (b) a laptop computer to perform work on; c) a software required to service and maintain the Airport CUPPS; and d) all necessary test equipment needed by the technicians to perform their work.
6. All Amadeus employees will report to CUSTOMER's Engineering Division Manager, CUSTOMER's Systems designated and/or designee. Changes in established work hours and site require prior approval of CUSTOMER's Engineering Division Manager, and/or designee and shall be agreed to by Amadeus.

F. Amadeus Certification:

The Amadeus or member of Amadeus's team must be a certified supplier, installer, and service provider for the Airport CUPPS hardware and software identified herein.

G. Exclusivity of Amadeus Employees:

All full-time, on-site Amadeus employees must work only on CUSTOMER related work, which may either be preventative maintenance work, scheduled tasks, or requests made by CUSTOMER's Engineering Division Manager, and/or designee and agreed to by Amadeus.

H. Call List:

Amadeus shall provide a call list at the commencement of the Contract listing primary and secondary telephone numbers for Amadeus's supervisor and all technicians assigned to the contract. An updated call list shall be provided to CUSTOMER within 24 hours of any changes in Amadeus's personnel and telephone numbers. Amadeus must provide an incident escalation path for the City.

I. Substitution of Amadeus Personnel:

No substitution or replacement of Amadeus's on-site staff will be allowed without prior written notification and approval of CUSTOMER. Additionally, prior to such replacement(s) the Amadeus must show evidence that the replacement personnel are certified by submitting proof of current certifications and work experience on the Airport CUPPSs and subsystems and possess a current, active CUSTOMER SIDA badge.



**J. Attire:**

1. All Amadeus's employees, including subcontractors of the Amadeus must, at all times, be attired in a distinctive Amadeus/subcontractor uniform, shirt, or safety vest while on the job site in an official capacity.
2. The uniform is to have the Amadeus/subcontractor name easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a company badge or monogram. Any color combination, as appropriate may be used for the uniforms as long as they are distinct from that used by CUSTOMER employees and other Airport tenants.
3. Uniforms supplied by the Amadeus are to be maintained by the Amadeus at no cost to CUSTOMER.
4. Amadeus and Amadeus's subcontractor must conspicuously and properly display the Airport SIDA badge issued by CUSTOMER at all times.

K. Conduct:

The Amadeus, its employees, and subcontractors at all times while on the job site, whether on or off duty, must conduct themselves in a professional, orderly, and safe manner. Rudeness, fighting, being under the influence of alcohol and/or drugs or possessing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing and any other conduct that interferes or has the potential to interfere with the Amadeus's performance of its duties under this Contract, will not be permitted on the job site and will result in immediate and permanent removal from the job site if any Amadeus engages in such conduct.

Amadeus shall abide by all rules and regulations in **Attachment J**. Amadeus is responsible for training Amadeus's staff on these rules and regulations.

L. Timesheets for Amadeus Employees:

Amadeus is required to obtain and retain original timesheets for each on-site Amadeus staff. The timesheets must be signed / approved by CUSTOMER's Engineering Division Manager and/or designee. Copies of the approved timesheets shall be attached to all monthly invoices being submitted to CUSTOMER for payments. Amadeus provides staff as a service and not on a time and material basis. Amadeus staffing is set to a 40 hour work week. Amadeus will provide monthly invoices in arrears submitted to the CUSTOMER for payments.

M. Amadeus Responsibility:

1. Amadeus shall provide the following:
 - All safety equipment/devices, personal protective equipment and clothing as required for its employees.
 - All diagnostic equipment with all OEM software available to enable the Amadeus to change parameters, as well as diagnose / troubleshoot each component/ software covered by this Contract, as applicable.
 - Communication equipment to allow immediate two-way communication between the Amadeus and/or CUSTOMER and the employee. i.e., mobile phone
 - A digital camera with date and time function for use at the job site.





- Office Equipment, furniture, and utilities for on-site office and necessary to complete work. This may include any item not provided by the City.
- Amadeus shall be responsible for all parking costs associated with working for CUSTOMER.

2. Cleanliness

Amadeus shall, at all times, while providing services at CUSTOMER, keep the immediate and surrounding service area clean and free of debris. Amadeus shall ensure that all tools and equipment be removed from the service area when work is complete and/or when work will cease for a time period exceeding one hour.

Amadeus's equipment, including vehicles, shall be kept clean and free of debris, which includes, but is not limited to; dirt, mud, and loose gravel.

In the event debris falls from Amadeus's vehicles, the Amadeus shall remove said debris immediately.

3. Disposal of Materials

Amadeus shall not use CUSTOMER's refuse containers to dispose of materials considered to be waste. Amadeus shall properly dispose of all waste materials pursuant to Federal, State, Local and Authority regulations. Materials disposed of via recycling for remuneration shall be applied as a credit of monies owed Amadeus by the Authority.

4. Tools

Amadeus shall provide all tools and equipment necessary to perform services on the Airport CUPPS. The Amadeus shall also provide necessary workstations, licensing, and network connections for their use with the Airport CUPPSs within their workspace.

5. Communication Equipment

Amadeus shall provide and ensure that all of its service technicians have communication equipment, (i.e., pagers, cellular phones, telephones, laptop and/or desktop computers with email capability, two-way radios) to enable communication between CUSTOMER and the technicians prior to performing any work at CUSTOMER. Amadeus shall provide CUSTOMER with the names and numbers of its technicians to enable CUSTOMER to communicate with technicians while on duty or assigned On-Call at CUSTOMER.

6. Signs

Amadeus shall provide and place, in consultation with CUSTOMER, appropriate signage indicating "OUT OF SERVICE" for each CUPPS equipment or station, that is inoperable, being serviced, and/or waiting to be serviced.





ATTACHMENT 7 – ROLES AND RESPONSIBILITIES MATRIX

1. INTRODUCTION

This Attachment describes the RFP Maintenance items for the benefit of Customer and Amadeus.

ROLES AND RESPONSIBILITIES

After 31 July 2022 the Amadeus Onsite Staff will provide Level 2, and 3 functional and operational support for all Amadeus systems installed at LGB. Amadeus onsite support staff will be on site for specific issues such as daily break/fix issues, major problems, upgrades, and/or enhancements. Amadeus On-Site Staff will manage all software components of the CUPPS. The airport (LGB) will manage all Level 1 physical hardware break fix.

Task	Level 1 LGB	Level 2 Amadeus On Site	Level 3 Amadeus	Level 4 Amadeus
ACUS				
1 st level Break/fix support for PCs, Wyse clients, Printers, monitors, passport reader, BGR, Keyboards, installs, etc. including all client equipment used for the passenger processing shared-use systems.	X			
2 nd level Break/fix support for PCs, Wyse clients, Printers, monitors, passport reader, BGR, Keyboards, etc. including all client equipment used for the passenger processing shared-use systems.		X	X	X
Download firmware/drivers to equipment – printers, BGR, passport readers, etc.		X	X	
Install Airline Images				X
Backup Airline Images				X
Airlines DCS Upgrade				X
New Airline DCS Install				X
Solve printing issue beyond jams (e.g., flight destination not printing on the bag tags)		X	X	X
Deploy printing fixes on airport equipment				X
Paper stock management (inventory, delivery & reload)	X	X		
Security management for Amadeus client environment: Active Directory configuration, OS patching, anti-virus, etc.				X
Manage CUPPS Domain for all users, devices, and servers				X
Preventative Maintenance on all devices (cleaning, reboots, etc.)	X	X		





Task	Level 1 LGB	Level 2 Amadeus On Site	Level 3 Amadeus	Level 4 Amadeus
Deploy/move equipment to gates and ticket counters as required		X		
Diagnose/Troubleshoot PECTAB errors				X
Inventory management of production equipment		X		
Procurement of replacement or end of life hardware as required		X		
Configuration of New & Replacement Hardware		X		
Test and install new application releases/fixes on PCs		X	X	X
Configure resources including updating IP addresses, VLAN information, configure group access, etc. at gates and ticket counters		X	X	
Correct server related issues in response to software				X
CUPPS Equipment Training to airlines		X		
CUPPS Major upgrade				X
CUPPS minor release upgrade/bug fixes			X	X
Monitoring CUPPS Resources				X
Workstation Windows updates		X	X	X
CUSS				
1 st level break/fix – hardware, installs, etc	X			
2 nd level break/fix - applications		X	X	X
Airline image support/management including airline coordination for new Airlines, errors, updating, etc.		X	X	X
Management and usage reporting		X	X	X
Procurement of replacement or end of life hardware as required		X	X	X
Deployment of New & Replacement Hardware		X	X	X
Configuration of New & Replacement Hardware		X	X	X
Paper stock management (inventory, delivery & reload of printers)	X	X		
Backup Airline images		X	X	
inventory management, replacement, and spare parts inventory		X		
Kiosk maintenance (cleaning, etc.)		X		
Cuss Hardware Repairs/Inventory	X	X		





Task	Level 1 LGB	Level 2 Amadeus On Site	Level 3 Amadeus	Level 4 Amadeus
Kiosk Equipment Relocations		X		
Escalation of Airline Issues with CUSS		X	X	X
Add new airline		X	X	X
CUSS Platform\Airline Backups		X	X	X



**ATTACHMENT 8 –MAINTENANCE AND SUPPORT FOR ONSITE EQUIPMENT****1. INTRODUCTION**

This Attachment describes the RFP Maintenance items for the benefit of Customer and Amadeus.

Amadeus is required to perform all ongoing maintenance, repair, support services, preventative maintenance including “Moves, Adds, and Changes” (MACs) for the CUPPS environment. These Systems, their associated equipment, hardware, software, application program interfaces (API), all subcomponents and ancillary devices are fully functional during all hours of operation, 7 days a week, throughout the term of the Contract for the sole purpose of providing proper, safe, and reliable operations of the CUPPS at LGB.

This Attachment 8 and its provisions shall be subject to the specific maintenance, service levels and reporting provisions with regards to the centrally hosted ACUS virtualization platform and provisions set out in Attachment 5 (Service Levels).

2. The Services consist of, but are not limited to:

- a. Furnishing all labor, materials, appliances, tools, equipment, services, and supervision required to perform all maintenance and repair / replacement / new services(if Contract is amended), preventative maintenance, programming, configuration, related interfaces, testing, troubleshooting, modifications(of existing system unless the Contract is amended), or installing new equipment, hardware, cabling, support infrastructure and accessories as referenced throughout this Scope of Services and its attachments, which are all part of the repair, preventative maintenance, and support services under this Contract.
- b. Preparing, maintaining, and updating a complete inventory of all CUPPS hardware and software components in electronic format.
- c. Ordering, stocking, and loading all printing media for all CUPPS related equipment.
- d. Preparing and submitting regular reoccurring reports, once every month, to provide airport personnel with the status of all CUPPS equipment, maintenance activities, and incident calls with resolution.
- e. Continuous updating of as-built documentation to reflect the Systems related repairs, moves, adds, and changes, as well as, maintaining a 10% on-site spare parts inventory for all CUPPS at LGB.

3. Work Authorization Forms

Technicians must receive prior written authorization from CUSTOMER before performing any “Repair Services”, aka RMA, on the Airport CUPPSs. Except for the routine “Maintenance Services” (paper jams, toner replacement, etc.), Amadeus shall submit completed “Work Order Authorizing Forms” to CUSTOMER and receive approval from CUSTOMER before performing “Repair Services” on any of the Airport CUPPSs.





4. Amadeus's Work Performance

Amadeus shall perform all work under the Agreement to CUSTOMER's satisfaction. If, in the opinion of CUSTOMER or CUSTOMER's assigned representative, Amadeus's work becomes unsatisfactory, CUSTOMER shall notify Amadeus of unsatisfactory work in writing.

Amadeus will have two calendar (2) days from the time of notification to correct unsatisfactory work. In the event said work is not corrected within the time specified above, and in addition to any other actions/remedies permitted by law, CUSTOMER shall have the immediate right to complete the work to its satisfaction and may send a notice of non-performance to Amadeus.

5. Facilities

CUSTOMER, at its sole discretion, will provide working areas and inventory storage area for Amadeus's exclusive use at no cost to Amadeus. Amadeus shall enter into a Temporary Use & Occupancy Permit ("TUOP") with CUSTOMER for these areas. CUSTOMER will assist Amadeus in obtaining the TUOP.

Necessary relocation of parts inventory storage and/or office area may be required from time to time. If required and directed by CUSTOMER or CUSTOMER's assigned representative, Amadeus shall relocate said parts or office and equipment at no cost to the City.

Amadeus shall make no changes or alterations to the office area and inventory storage area nor make, erect, or install any buildings, structures, signs, machines, or other improvements to said space without prior written authorization from CUSTOMER.

Within twenty-four hours before the expiration or termination of this Supplement, Amadeus's tools, equipment, and materials shall be removed from the office area and inventory storage area as defined by the TUOP. All software, hardware, and equipment installed by the Amadeus for the Airport CUPPS is property of CUSTOMER and shall remain.

6. Administrative Responsibilities

The Amadeus shall be responsible for producing, maintaining, and reporting inventory supply status, which includes the condition of the current inventory, status of replacement parts, as well as functionality of current inventory.

The Amadeus shall be responsible to produce work progress reports on a bi-monthly basis, provide an on-going activity log of its personnel identifying who is assigned to what task, and the accomplishments of each technician.

The Amadeus shall be responsible for maintaining an on-going system maintenance log to facilitate administration of this Supplement. A daily log shall be kept and forwarded monthly or provided when requested to CUSTOMER's Engineering Division Manager, and/or designee of all activities. Included in this report shall be maintenance logs on the Airport CUPPS as identified herein, as well as a log of any Outstanding Service Orders. Amadeus shall submit updated as-built documentation on a monthly basis, which shall align with associated work orders performed over the previous month.

7. Compliance with Airport Rules and Regulations

Amadeus must comply with all Airport Rules and Regulations (Attachment J).





8. Level of Service (LoS)

8.1 Amadeus will implement systems, internal policies, and procedures to ensure all Airport CUPPS outages are fully restored in the Level of Service as outlined in Attachment 5 above encompassing on a 24-hour per day, 7-days a week basis. Update status shall be provided to LGB hourly which will be recorded in the Amadeus ticketing system.

8.2 CUSS Kiosk Readiness (Production Environment)

- a. This service level measures at the PoM as set out below the percentage of CUSS Kiosks on which CUSS Kiosk platform software is available to LGB in the production environment.
- b. CUSS Kiosks having faults other than CUSS platform software, or decommissioned CUSS Kiosks, will be excluded from the service level of CUSS Kiosk Readiness.
- c. This service level shall be calculated as readiness of CUSS Kiosks operating platform software for production based on the percentage of total number of deployed kiosks available to the Customer. The compliance percentage for this service level will be achieved when CUSS Kiosk operating platform software is available in production on 90% of the number of all CUSS Kiosks in the agreed service time.

The period of an unavailable CUSS Kiosk operating platform software shall be recorded from the point in time that such CUSS Kiosk detected that the operating platform software is unavailable and shall end at the time the CUSS Kiosk operating platform software is functioning for that individual CUSS Kiosk unit.

Measured Service	Service level Compliance Percentage	Service level Commencement Date	PoM
CUSS Kiosk operating platform software availability	90.00%	1 month after production cutover	CUSS Kiosk platform software on the CUSS Kiosk

8.3 The following shall apply with regards to the maintenance of the CUPPS onsite equipment:

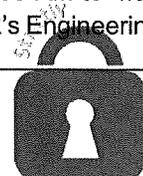
During troubleshooting Amadeus will notify LGB of:

- 1) Summary of the problem
- 2) Cause of the problem (if known)
- 3) Recommended solution
- 4) Projected timeframe required to restore the service (if known)
 - a. Upon resolution of problem, the Amadeus is required to follow agreed to procedures for proper closing of Work Orders. Amadeus shall provide a brief report to LGB's Engineering Division Manager, and/or designee within 24 hours of closing the Work Order stating the:
 - 1) Summary of the problem.
 - a. Cause of the problem (if known).
 - b. How Amadeus fixed the problem.





- c. Materials / parts / equipment used, if required.
 - d. Total number of hours it took to resolve the issue.
 - e. What the outage impact was to LGB.
 - f. Recommendations Amadeus may have to avoid similar problems in the future.
 - g. Root-cause analysis - What proactive efforts would eliminate the root cause of the problem(s).
- d. Upon Completion of each service call, the Amadeus is required to follow LGB standard procedures for proper closing of Work Orders. Amadeus shall update the Incident Report in order for the LGB's Engineering Division Manager, can view via ACSP.
- e. In the event of an equipment malfunction or failure, such equipment will be replaced within three (3) hours of receiving approval from LGB, if not repairable on-site. Replacement equipment shall be reimbursed by the City at cost plus approved percentage mark-up as noted in this RFP. The Amadeus will establish all resources, materials, and procedures to ensure that any defective equipment is repaired to meet the level of service requirements stated above through the hardware vendor's RMA process.
- f. Outages: For all system and equipment outages or failures, the Amadeus must have at a minimum, one staff on-site addressing the problem until the problem is resolved (24 hour-per-day, 7 day-per-week). Amadeus will provide hourly update to LGB via ACSP.
- g. Failure to Perform: Failure of the Amadeus to perform Operations and Maintenance services and repairs within the required time-periods detailed above will result in the Airport issuing a notice of non-performance to the Amadeus. After three (3) notices are issued within any given 12-month period, a copy of notice may be sent to the Amadeus's surety company. Continued failure to perform may result in the City filing a claim against the Amadeus's performance and/or payment bond. The Amadeus is also liable for any additional costs incurred by LGB in restoring the critical component(s) and/or the system non-resolvable by the Amadeus within the allowed time. These additional costs will be deducted from the monthly payment due the Amadeus. These penalties may be reduced and/or waived at the discretion of LGB.
- h. Amadeus Deviation from LoS Requirements: If a problem cannot be identified and/or corrected within the maximum allowed time, as specified in Attachment 5. All repaired / replaced equipment and parts shall be returned to service or salvaged in accordance with agreed to Project procedures and per the instructions of LGB's Engineering Division Manager, and/or designee.
- a. Work / Service Order
- 1) All work performed by the Amadeus shall be initiated and assigned by a Work Order (WO) to the Amadeus generated through CUSTOMER's Engineering Division Manager, and/or designee during normal working hours, defined as 7:00 AM to 4:00 PM, Monday through Friday. A formal written request from CUSTOMER's Engineering





Division Manager, and/or designee is required for after hours and on weekends and City observed holidays.

- 2) Urgent work may precede a WO; however, CUSTOMER's Engineering Division Manager, and/or designee must be notified by email before such work takes place. A WO for urgent work may be written subsequent to the work being performed but will be issued no later than the next business day.
- 3) Amadeus must comply with any future changes in reporting requirements if agreed between Amadeus and the CUSTOMER.

9. Spare Equipment Inventory

- A. The Amadeus will, within ten (10) working days after NTP, validate the inventory report of all spare parts and equipment provided as part of the CUPPS installation and submit that detailed inventory report to CUSTOMER. The report will include:
 1. Details of spares including condition, quantity, etc.
 2. A recommendation for additional spares where justifiable.
 3. A detailed cost estimate based on actual cost to procure plus Contract approved mark-up.
- B. CUSTOMER's Engineering Division Manager, and/or designee may approve the request for additional spares to be procured through the Amadeus. If such request is approved with a Purchase Order from CUSTOMER, the Amadeus will procure and deliver, to CUSTOMER controlled inventory, these additional spares.
- C. Amadeus shall maintain any existing spare parts inventory and may be required to purchase additional spare parts to use or add to the inventory as requested and approved by the Airport with an Amadeus quote and a Customer Purchase Order. Parts purchased on behalf of the Airport will be billed to the Airport at cost plus approved mark-up as noted in this RFP.

10. On Site Equipment Preventative Maintenance (PM)

- A. Scheduled preventative maintenance is for the sole purpose of providing proper, safe, and reliable operations of the Airport CUPPS at CUSTOMER.
- B. Amadeus shall perform preventative maintenance work on a continual basis during normal work hours. The Amadeus shall be responsible for the regular and systematic execution of the maintenance work required. The Amadeus is to examine regularly and systematically, clean, lubricate, adjust, and otherwise appropriately maintain the Airport CUPPS. Repairs and maintenance work must be coordinated through CUSTOMER's Engineering Division Manager, IT Technical Manager and/or designee so as to avoid unnecessary interruption of operations.
- C. Airport CUPPS must always be properly adjusted and maintained in proper operating conditions in accordance with the original equipment and system manufacturers' recommended operations and maintenance manuals and procedures.
- D. Preventative Maintenance on each of the Airport CUPPS will include, but is not limited to: cleaning of equipment, replacement of aging modules, and identification of abnormal or unacceptable conditions.





- E. The Amadeus shall identify and report to CUSTOMER all system parts, equipment and materials that are close to end of useful life and replace them in a timely manner. If the Amadeus finds a faulty component while performing PM, the Amadeus will open a Work Order with CUSTOMER's Engineering Division Manager, and/or designee and perform repairs as required.
- F. The Amadeus is required to submit a Preventive Maintenance Outline, for approval, which defines the minimum schedule and tasks associate. It is understood by the Amadeus that these requirements may be modified from time to time during the term of the Contract. This minimum schedule of work does not relieve the Amadeus of its responsibilities defined herein and establishes only minimum maintenance criteria.
- G. Each month Amadeus shall submit an original signed copy of all Preventive Maintenance records for the previous month and the monthly invoice. Amadeus will submit monthly preventive maintenance records separate from the monthly invoice being they are in different departmental regions.

11. Repair Service

- A. In the event of an equipment malfunction or failure, such equipment will be replaced if not repairable on-site. The replacement equipment shall be pulled from the Spare Parts Inventory. It is the responsibility of the Amadeus to report to CUSTOMER any and all parts removed from inventory so said inventory can be replenished in a timely manner by CUSTOMER.
- B. Amadeus is responsible for maintaining the Spare Parts Inventory and notifying CUSTOMER when that inventory is low and must be replenished. If a piece of equipment is not repairable on-site and a new part is not available from CUSTOMER's inventory, the Amadeus must immediately notify CUSTOMER and provide CUSTOMER with a price quotation to quickly obtain the replacement part. At its sole discretion, CUSTOMER may purchase a replacement for the defective equipment through the Amadeus or other third-party supplier. Any equipment that the CUSTOMER purchases via a third party supplier will not be warranted or supported by Amadeus.

12. Moves, Adds, and Changes (MACs)

- A. Amadeus on-site maintenance staff shall, from time to time, be required to perform MACs at any of CUSTOMER's locations, as listed in Attachment 1, at the direction of CUSTOMER and agreed to by Amadeus. MACs are to be carried out as part of Amadeus's Base Service responsibilities. No delay or other impact on the performance of Base Service responsibilities will be allowed
- B. There may be instances when a MAC request cannot be handled by the on-site staff during their normal hours. In that event, at CUSTOMER's request, Amadeus shall provide a separate time and materials or lump sum quote for review and approval by CUSTOMER along with CUSTOMER Purchase Oder through a Work Order prior to initiating work. All pricing will be in accordance with the hourly rates shown in the Exhibit E of this document. All materials quoted must be Amadeus's actual cost, plus the approved "materials Mark-Up".





13. Additional Work Request

- A. CUSTOMER may, during the course of this Contract, request that the Amadeus perform supplemental services that are outside the requirements of the Base Services of repair, replace, performance of preventive maintenance, and normal move, adds, or changes on an as-needed basis. In such an event, CUSTOMER may provide a specific scope of work and request Amadeus to provide a separate time and materials or lump sum quote for the additional Airport CUPPS related work request along with the CUSTOMER Purchase Order.
- B. Additional Work Requests are to be carried out, once a Purchase Order is received from the CUSTOMER and scheduled with Amadeus, in addition to Base Service tasks and responsibilities. No delay or other impact on the performance of Base Service tasks and responsibilities will be tolerated. Additional Work Request will be compensated at the rates listed in the Contract price schedule under Attachment 9.
- C. A request for additional Airport CUPPS associated work can take place at any CUSTOMER locations and at other CUSTOMER-owned, leased, or used facilities. Amadeus can decline third party non Amadeus work requests. Examples of such third party work include, but are not limited to:
1. Conduit/Cable Installation
 2. Electrical Installation
 3. Special interface work to support new construction
 4. Special System request or enhancement
- D. When a requirement is identified, CUSTOMER will provide Amadeus with a Work Request detailing the scope of services required. Amadeus shall submit Time and Materials pricing that shall be in accordance with the hourly rates shown in the Contract.
- E. All materials quoted must be the Amadeus's actual cost, plus the Contract approved "Materials Mark-Up".
- F. Amadeus is expected to respond to CUSTOMER's request within fifteen (15) business days with a quotation that includes a proposed schedule to complete the work, cost, and resumes.
- G. Subsequently, a Work Order will be negotiated and executed for defined portions of the Work on a lump sum, or time and material basis, using the pricing elements delineated herein, as deemed appropriate by CUSTOMER with Purchase order and agreed to by Amadeus.
- H. Upon review and negotiations, CUSTOMER will issue a written Work Order(s) under the terms associated with; (1) Contract, (2) this Scope of Services, and (3) Work Request/Order. Amadeus must secure an approved Work Order prior to performing the required Services. CUSTOMER will incur no obligation for additional / supplemental service that has not been authorized in advance by a signed Work Order.





14. Project Deliverables

- A. Within seven (7) working days from date of the contract execution, the Amadeus shall develop and submit for review by LGB the following documents:
1. Organizational Chart
 2. Resumes of all key personnel
 3. Telephone, cell numbers, and email address of the key personnel
- B. Within thirty (30) working days from date of Contract execution, the Amadeus shall submit to LGB the following documents:
1. Service Procedure describing how service calls will be handled and tracked is outlined in the Amadeus Customer Handbook. The procedure shall describe who will receive the service call (24/7), the triage process, the call dispatching process, the parts ordering and tracking process, the call escalation procedure, call closeout process, and service call documentation process.
 2. Safety Plan.

15. Documentation and Records

- A. General – The Amadeus shall maintain current documentation and records of the following information as part of the implementation project:
1. Module settings and configuration
 2. System diagrams
 3. Rack profile diagrams
 4. Equipment block diagrams
 5. Wiring diagrams
 6. Field test data
 7. Equipment manuals
 8. Drawings depicting location of each system device and related components.
9. General – The Amadeus shall maintain current documentation and records of the following information as part of the support process:

Preventative Maintenance Records and Repair Records

- B. Service Call and Monthly Maintenance Report - The Amadeus must submit monthly maintenance and repair service call report, for items beyond Level 1 break/fix, documentation in an electronic spreadsheet format to CUSTOMER. At a minimum, the report shall include the following:
1. Time/date of problem notification
 2. Ticket / Work Order Number
 3. Name of the LGB representative calling
 4. Description of the problem as reported
 5. Location of problem
 6. Description of problem as found
 7. Description of problem fix applied
 8. Time/date of problem fix
 9. List any spare parts used along with its serial number





10. List any part removed along with its serial number
 11. Recommendation for future work
 12. List of any open issues requiring resolution
- C. Preventative Maintenance Log - Amadeus must log all preventative maintenance provided on each device. Log shall include the device type, model number, serial number (if applicable), location, what was done, any problems found, and date Preventative Maintenance was performed.
- D. Annual End of Year Audit Report - Amadeus shall submit annual maintenance and repair call report document in an electronic spreadsheet format to CUSTOMER. At a minimum, the report shall include the following:
1. Maintenance performed summary.
 2. List of equipment replaced.
 3. List of repairs made.
 4. Recommendations for work to be performed in the coming year.
 5. List of spare parts used along with their quantities.
- E. Amadeus must document and record all other information related to the Airport CUPPSs, subsystems, and infrastructure in addition to section 15 A, B, C and D. A copy of all updated documentation and drawings shall be provided to LGB every six (6) months. All such documentation maintained by the Amadeus will be owned by and provided to LGB.
1. Format: All documentation and records will be stored in formats compatible with LGB standards and approved by LGB. Documentation and records will be accessible to LGB at all times.
 2. Reliance on LGB: The Amadeus may use LGB documentation provided to them in the performance of maintenance and operations functions including the repair and restoration of any type of system failures. All such documents must be validated by the Amadeus prior to being used. Copies of any documentation developed by the Amadeus for the Airport CUPPS shall be provided to and owned by LGB. Records: Amadeus shall furnish and maintain detailed and itemized logs of all Amadeus's activity including, but not limited to:
 - Monthly Maintenance Report;
 - Preventive Maintenance Log, End of year Audit Report; and
 - any other log or report as required by CUSTOMER and agreed to by Amadeus.
 3. Logging MACs or Upgrades: All Amadeus activity associated with the modification, addition, change, or upgrade of the Airport CUPPSs must be documented through the Amadeus ticketing system. The Amadeus will maintain current, accurate as-built documentation of the System.
- F. Amadeus shall provide, as part of its Base Maintenance, agreed upon additional documentation, between Amadeus and Customer, that CUSTOMER may request, from time to time.

16. Reports

- A. Bi-weekly:





Amadeus shall generate and transmit reports electronically to CUSTOMER on a bi-weekly basis documenting respective past two-week activities. Separate reports are to be generated for each Airport CUPPSs subsystem, ACUS and CUSS.

Reports must include, but are not limited to:

- Work Orders;
 - MACs;
- trouble tickets;
- ;problem diagnosis;
- preventive maintenance activity.
- technical assistance rendered.

All manually generated reports shall be created using Microsoft Windows products (i.e., Excel, Access, Word). All reports shall be provided in a format, agreed to by Amadeus and the Customer, modifiable by CUSTOMER personnel, and submitted in softcopy forms.

17. Software and Licenses

- A. During the Contract Period, Amadeus shall furnish LGB with all ACUS and CUSS Hardware certified manufacturer-released, developer-released, non-proprietary software upgrades, firmware upgrades, and respective licenses for each of the Airport CUPPSs Hardware identified herein including hardware, firmware, and software at no additional cost to LGB. All software licenses related to each of the Airport CUPPSs Hardware, and subsystems will be assigned to LGB.
- B. The Amadeus shall keep abreast of all available certified OEM software upgrades for each piece of equipment covered by this Contract and for those utilized by the Amadeus for testing, evaluation, and troubleshooting. The Amadeus shall notify LGB of all such available OEM software upgrades and with LGB's written approval, the Amadeus shall purchase and install approved ACUS certified manufacturer upgrades.
- C. All software, firmware and respective upgrades provided under this Contract shall include all Amadeus, manufacturer, and developer technical support for firmware and software and respective upgrade implementation; and no less than five complete sets of operator, user, system administrator, and application administrator instruction manuals, as well as an electronic copy of the manual in Adobe PDF or MS Word format at no additional cost to LGB.
- D. All licenses must be transferable in the event LGB leases or sells all or part of Airport CUPPSs hardware equipment.
- E. Amadeus should be a dealer for the CUPPS hardware used by the Airport or be able to contract with a dealer of the CUPPS hardware.

18. Cost:

- a. Maintenance Service Fee (1-year):

Amadeus's Schedule of Values, line items and charges, identified in (SOV), Attachment 3, be full compensation for furnishing all labor, test equipment, tools, bonds, insurance, transportation,





services, and supervision to provide to perform operations, maintenance, repairs, preventative maintenance, and minor MACs at CUSTOMER based on the requirements stated in this Agreement for existing services. Fixed base costs must be all-inclusive and factor in all resources needed to provide the Level of Service defined in the Contract documents. Payment to Amadeus will be made quarterly. Excluding any work needed by third party which is billable to the airport.

b. Mark-Ups:

The below table reflects the maximum percentage for mark-ups/profits that the Amadeus will be allowed to add to actual cost for equipment, supplies, third party software, software licenses, renewals, and maintenance costs for new additions outside of the Base Maintenance scope.

Mark-up of Amadeus's Manufacture's Equipment and Supplies	10%
Mark-up of Amadeus's Manufacture's Software License / Renewals	10%
Mark-up of 3rd party Equipment and Supplies (that are not of Contractor's Manufacture).	10%
Mark-up of 3 rd party Software License / Renewals	10%

c. Contractor Rate Schedule:

Exhibit E(Attachment 9) reflects a sample Amadeus Rate Schedule for Additional Work Request. Amadeus may modify the position titles as they fit within their own organization. The Rate Schedule shall be submitted with other the required bid documents.

- i. Hours billed will include only work hours at the job site and must not include time employees spend traveling to and from job site. Remote work from offsite Amadeus staff is billable with a change order.
- ii. Hourly rates are deemed to include all travel costs, fringe benefits, out of pocket expenses, overhead costs, tools, test equipment. Amadeus is required to provide invoices and subcontractor invoices as back-up documentation to CUSTOMER for cost verifications of material mark-up costs.,





**ATTACHMENT 9 – LABOR RATES 2022
RFP EXHIBIT E**

1. INTRODUCTION

This Attachment describes the billable Labor Rates for the benefit of Customer. Labor Rates change each year by 3%.

2022 Labor Rates

REF #	SYSTEM OR OPTION	QTY	UNIT	2022
1	Amadeus Field Engineer	1	HR	\$85
2	Amadeus Network Engineer	1	HR	\$200
3	Amadeus Network Administrator	1	HR	\$200
4	Amadeus System Administrator	1	HR	\$200
5	Amadeus/3rd Party PCI/Security Consultant	1	HR	\$200
6	Amadeus Systems Engineer	1	HR	\$150
7	Amadeus Sr. Systems Engineer	1	HR	\$150
8	Amadeus Systems Engineering Manager	1	HR	\$200
9	Amadeus Solution Design Engineer	1	HR	\$150
10	Amadeus Sr. Solution Design Engineer	1	HR	\$150
11	Amadeus Solution Design Manager	1	HR	\$150
12	Amadeus Software Engineer	1	HR	\$150
13	Amadeus Sr. Software Engineer	1	HR	\$200
14	Amadeus Software Engineer Manager	1	HR	\$200
15	Amadeus Program/Project/Consulting Manager	1	HR	\$200





ATTACHMENT 10 - LIST OF THE PROJECT HARDWARE

ACUS Equipment table:

No	Solution Component	Equipment description	[Provided by]	Quantity (Final Quantity as per agreed project implementation plan)	Spares	Total Quantity	Warranty 5 years from the below date of delivery
1-	ACUS	Dell Wyse Client 5070	Amadeus	40	3	43	8/6/2021
2-	ACUS	Dell Workstation Monitor	Amadeus	40	3	43	8/6/2021
3-	ACUS	Vidtronix MAP printer with Cabinet	Amadeus	40	3	43	5/19/2021
4-	ACUS	Access AKB500 MSR/OCR	Amadeus	40	2	42	7/14/2021
5-	ACUS	BGR700 Face Up	Amadeus	22	1	23	7/14/2021
6-	ACUS	HP LaserJet Pro M404DN	Amadeus	22	2	24	7/15/2021
7-	ACUS	Honeywell Xenon 1900 BCR	Amadeus	18	2	20	5/12/2021
8-	ACUS	Honeywell Xenon 1900 BCR stand	Amadeus	18	2	20	5/12/2021
9-	ACUS	Cisco FP Network ASA Switch	Amadeus	2	0	2	6/14/2021
10-	ACUS	APC Smart UPS 2200VA	Amadeus	3	0	3	5/5/2021
11-	ACUS	Dell Networking 3100 Switch	Amadeus	2	0	2	6/14/2021
12-	ACUS	Dell Networking N2000 Switch	Amadeus	7	0	7	6/14/2021
13-	ACUS	RP9000 Receipt Printer	Amadeus	22	0	22	3/15/2022





Long Beach Airport

AMADEUS

CUSS KIOSK Equipment table:

No	Solution Component	Equipment description	[Provided by]	Quantity (Final Quantity as per agreed project implementation plan)	Spares	Total Quantity	Warranty 5 years from the below date of delivery
1-	CUSS	ICM Next Generation Check-in Kiosk	Amadeus	32	0	32	3/15/2022

Sign off:

SIGNED for and on behalf of

City of Long Beach

APPROVED AS TO FORM

9-6, 2022

CHARLES PARKIN, City Attorney

By

RICHARD ANTHONY
DEPUTY CITY ATTORNEY

)

) *Linda F. Totum*

) Signature of authorized representative

) Name... *LINDA F. TOTUM*

) Title... *ASST. CITY MANAGER*

) Date *10/10/2022*

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

SIGNED for and on behalf of

Amadeus Airport IT Americas, Inc.

)

) *Chris Keller*

) Signature of authorized representative

) Name.....Chris Keller.....

) Title.....Vice President.....

) Date8/29/22.....



HARDWARE SUPPLY AGREEMENT

**AMADEUS AIRPORT IT AMERICAS, INC.
AND
CITY OF LONG BEACH**

ISSUED BY 10-30-20

THIS HARDWARE SUPPLY AGREEMENT is made on October 1, 2021, between

AMADEUS AIRPORT IT AMERICAS, INC. a company incorporated in Delaware; and

("Amadeus"); and

CITY OF LONG BEACH, also known as LONG BEACH AIRPORT, a municipal corporation whose office is at 4100 Donald Douglas Drive, Long Beach, CA 90808, ("Customer"),

individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

- (A) Amadeus is a leading provider of advanced technology solutions for the global travel industry. Amadeus customer groups include travel providers (e.g., airlines, hotels, rail and ferry operators, airports, etc.), travel sellers (travel agencies and websites), and travel buyers (corporations and travel management companies).
- (B) In connection with this Agreement, the Parties hereto have entered into an IT services general agreement dated on or about the date hereof ("**ITSA**"), which includes one or more supplement(s) and/or software license agreements, which govern the provision and terms of use of Amadeus' solutions that will be provided to the Customer.
- (C) Amadeus has agreed to supply certain hardware to Customer that is required for the use of the solution under the Supplement(s) upon the terms and conditions hereinafter contained.

1. DEFINITIONS

In this Agreement, the following capitalized terms shall have the following meanings. Where not defined herein, capitalized terms shall take the meanings given in the ITSA and/or Supplements:

- "Abuse"** includes (i) improper access to the Equipment; and (ii) any use of the Equipment which causes or is reasonably likely to cause technical problems, damage, degradation, or interruption or which in any way negatively impacts the performance of services provided by Amadeus under the Agreement and/or the Supplement(s).
- "Affiliates"** means, with respect to each Party, any other company or business entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such Party, and "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 that entity, whether through the ownership of share capital and/or voting securities, by contract or otherwise. 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.
- "Agreement"** means this agreement together with its Schedules and Orders.
- "Charges"** means those charges payable by Customer to Amadeus in respect of the Equipment and associated costs (delivery, warranty etc.), as set out in the Schedule(s) hereto. Charges for additional Equipment shall be set out in an Order Form.
- "Cutover"** takes the meaning given in the Supplement.
- "Cyber Crime"** any crime that involves a computer, a network, or the internet, including computer-related extortion, fraud and forgery, and unauthorized access to or interference with data, identity theft, software and media piracy, web-site vandalism, release of Viruses and worms, (distributed) denial of service attacks, invasion of privacy, cyber-spying, and illegal hacking.

"Effective Date"	means the date stated at the top of this Agreement.
"Equipment"	means the equipment provided by Amadeus to Customer as set out in Schedule(s), including any additional equipment agreed between the Parties to be purchased from time to time in an Order Form.
"Export Control Law"	means 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.
"Force Majeure"	means any event beyond the reasonable control of a Party including without limitation acts of God, war, riots, explosions, abnormal weather conditions, interruption of supplies, Cyber Crime, failures of subcontractors or suppliers, import or export control restrictions relating to Customer's standing, fire, flood, Government action, strikes, lockouts, accidents embargoes.
"Good Working Order"	means the Equipment operates in accordance with the Operating Manuals for the Equipment.
"ITSA"	has the meaning given in recital (B)
"Location"	means the location(s) of delivery as may be agreed by the Parties.
"Operating Manuals"	means all operating manuals, specifications and other manufacturer documentation relating to the Equipment.
"Order"	means the initial order of Equipment set out in the Schedule(s) plus additional orders or changed orders of Equipment, if any, requested in an Order Form.
"Order Form"	means a final, acknowledged order form in such form provided by Amadeus (whether in hard or soft copy), for the purpose of allowing Customer to make an Order.
"Services"	means the supply of Equipment as described hereunder.
"Solution"	means the Amadeus solutions listed in the Schedule(s) to this Agreement, in connection with which Customer requires Equipment. The solutions are provided by Amadeus under the ITSA and the applicable Supplement(s).
"Supplement"	means one or more supplements to the ITSA and/or one or more software license agreements, which have been entered into by the Parties and which govern the provision and terms of use of the Solutions that will be provided to Amadeus.
"Term"	has the meaning given in clause 2.2
"Working Day(s)"	means a day other than a Saturday or Sunday, public or statutory holiday in the country in which the Services are performed.

Unless expressly stated otherwise, the following rules of interpretation shall apply in this Agreement:

- 1.1 words suggesting the singular include the plural, and vice versa.
- 1.2 headings used in this Agreement are for ease of reference only and will not affect the

interpretation of this Agreement;

- 1.3 references to any schedule, attachment, instrument, agreement or other document are to that schedule, attachment, instrument, agreement or other document as amended, supplemented, varied, or replaced from time to time;
- 1.4 use of the words 'includes' or 'including' (and their derivatives) means includes or including, without limitation;
- 1.5 references to a person or entity shall include references to individuals, bodies, corporate entities, unincorporated associations, partnerships and any other entity having legal capacity.

2. TERM

- 2.1 This Agreement shall be effective as of the Effective Date.
- 2.2 This Agreement shall continue until all Supplements are terminated or expire in accordance with their terms (hereinafter the "**Term**" of this Agreement).
- 2.3 This Agreement may be terminated at any time during the Term as described in clause 9 (Termination) of this Agreement.

3. EQUIPMENT TO BE PROVIDED

- 3.1 Amadeus will, during the Term, provide Customer with the Equipment in accordance with the terms of this Agreement. Unless otherwise agreed in writing by Amadeus and Customer, Customer shall only use Equipment provided or certified by Amadeus within the Solution. If Customer uses equipment not provided or certified by Amadeus within the Solution, the Solution may be compromised.
- 3.2 The initial Order(s) for Equipment to be provided by Amadeus is set out in the Schedule(s).
- 3.3 During the Term of this Agreement, Customer may place further Orders with Amadeus for the supply of Equipment by issuing an Order Form to Amadeus. A binding Order for Equipment shall not come into existence between Amadeus and Customer unless and until the Order Form becomes binding in accordance with its terms, or Amadeus places the Equipment order with the relevant supplier, whichever occurs earlier.
- 3.4 This Agreement shall apply to and be incorporated in, all binding Orders during the Term.
- 3.5 Prior to implementation of the Equipment, Amadeus may, upon notice to the Customer, change the type and quantity of the Equipment as may be required to comply with law or, as Amadeus deems necessary to better suit Customer'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 Customer, the changed Equipment shall be subject to approval by Customer (which Customer may approve or withhold at its discretion), and the changes shall be agreed in accordance with the change processes maintained by Amadeus.
- 3.6 Amadeus reserves the right to update or replace the Equipment (for example enhancements to hardware or software included with the Equipment), should technology advancement present the opportunity to offer a better customer experience. In order to maintain the most recent functionalities, the Equipment (and/or software included with the Equipment) set out in the Schedule(s) and/or any Order may be subject to upgrades or replacements as released or required by Amadeus or the relevant supplier/manufacturer from time to time. Moreover, notwithstanding anything to the contrary in this Agreement or the applicable Order, support for the previous versions or models may no longer be available. If additional charges apply in connection with such upgrades or replacements, such charges will be payable to Amadeus by Customer and Customer will be required to update, upgrade, and replace the software and Equipment at Customer's cost within the reasonable timeframe and process instructed by Amadeus.

4. DELIVERY AND ACCEPTANCE

- 4.1 All deliveries of the Equipment shall be made DAP (Incoterms 2020) to the Location unless otherwise agreed between the Parties. 'Delivery' shall exclude offloading the Equipment.
- 4.2 Time is not of the essence as to the delivery of the Equipment and delays in the delivery of the Equipment shall not entitle the Customer to refuse to take delivery of the Equipment or claim damages. Amadeus shall have no liability for any delay in delivering of the Equipment.
- 4.3 Amadeus shall have no liability for any failure in delivering the Equipment to the extent that

such failure is caused by the Customer's failure to:

- 4.3.1 supply all information reasonably required for delivery of the Equipment; and/or
 - 4.3.2 comply with its obligations under this Agreement and/or the ITSA and/or the relevant Supplement; and/or
 - 4.3.3 if Amadeus is prevented from carrying out delivery or installation because the delivery location has not been prepared in accordance with Amadeus' instructions.
- 4.4 Upon receipt of the Equipment, Customer shall inspect the delivered Equipment without undue delay and shall notify Amadeus within five (5) Working Days, if:
- 4.4.1 the quantity of Equipment delivered is not in accordance with this Agreement; or
 - 4.4.2 the Equipment delivered is otherwise not in conformity with the terms of this Agreement;
 - 4.4.3 the Equipment is in a damaged condition at the time of delivery (including Equipment damaged in transit to the Location, if Amadeus is responsible for carriage),
- in which case, Amadeus will use reasonable endeavors to ensure that the Equipment in question complies. Any remedy of the Customer under this clause 4.4 shall be limited, at the option of Amadeus, to the replacement or repair of any Equipment.
- 4.5 If Customer fails to notify Amadeus in accordance with clause 4.4, Customer shall be deemed to have accepted the Equipment to be in right quantity, error free, and otherwise in conformity with the terms of this Agreement. Notwithstanding the aforementioned, where Amadeus delivers more equipment than ordered under this Agreement, Customer shall notify Amadeus and shall make the excess Equipment available to Amadeus for collection in the condition in which it was delivered. The equipment shall remain at the Customer's risk until it has been collected by Amadeus.
- 4.6 If Customer requests a change in the agreed delivery date, it shall pay Amadeus's related costs and expenses associated with a change in such a date including, without limitation, any storage and insurance costs.
- 4.7 To facilitate delivery, the Customer shall at its sole expense provide all requisite materials, facilities, access, and suitable working conditions to enable delivery to be carried out safely and expeditiously. If Amadeus is prevented from carrying out delivery on the specified date because no such preparation has been carried out, Amadeus may levy additional charges to recover its loss arising from this event.

5. CHARGES

- 5.1 Unless otherwise agreed, the Charges for the supply of the Equipment or any Order are as set out in the Equipment Schedule(s) or in the respective Order Form. Charges for Equipment shall be calculated on an ex-works basis. As delivery shall be made DAP, the charges therefore attract an additional levy in respect to delivery charges and any applicable importation customs duties and tax charges.
- 5.2 From time to time, by giving notice to the Customer Amadeus may adjust the Charges to reflect any increase in the cost to Amadeus which is due to market conditions or any factor beyond the control of Amadeus (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labor, materials or other costs of manufacture, or any delay caused by any instructions of the Customer or failure of the Customer to give Amadeus adequate information or instructions).
- 5.3 Invoices are payable by Customer to Amadeus by electronic funds transfer within thirty (30) days of Customer's receipt of Amadeus' invoice without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). All Charges shall be in USD.
- 5.4 Amadeus shall have no obligation to supply the Equipment and to deliver the Equipment by any agreed delivery date in the event of a payment dispute or non-payment of the Charges by Customer.
- 5.5 Taxes
 - 5.5.1 Customer will be responsible for sales, use, excise, value-added, services, custom duties, consumption and other transaction taxes and duties (Taxes), and any interest thereon, that are assessed against either Party, on the provision of the Services

(including the reimbursement of expenses), any particular goods or services received by Customer from Amadeus, or the fees paid for such goods or services. Customer will be nominated as "importer of record" in the export documentation for the Equipment.

- 5.5.2 Should Customer be required under any applicable law to withhold or deduct any portion of the payments due to Amadeus, then the sum payable to Amadeus will be increased by the amount necessary to yield to Amadeus an amount equal to the sum it would have received had no withholdings or deductions been made.

6. OPERATING MANUALS

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

7. LIABILITY

- 7.1 Nothing in this Agreement shall limit the liability of either Party for:
- 7.1.1 death or personal injury resulting from its negligence;
 - 7.1.2 fraud or fraudulent misrepresentation;
 - 7.1.3 any liability which cannot be excluded by law;
 - 7.1.4 failure of Customer to pay any Charges, or
 - 7.1.5 breach of clause 12 (Confidentiality and Intellectual Property Rights).
- 7.2 Subject to clause 7.1, the following provisions set out the limitations on the liability of each Party to the other (including any liability for the acts and omissions of its respective employees, agents, Affiliates and sub-contractors) with respect to:
- 7.2.1 any breach of its contractual obligations arising under or in connection with this Agreement; and
 - 7.2.2 any representation, statement, act or omission given, made or carried out under or in connection with this Agreement (whether such liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise howsoever).
- 7.3 Except as stated in clause 7.1, the aggregate liability of either Party in connection with the Agreement, whether arising from contract, tort, negligence, breach of statutory duty, contribution, or otherwise, and regardless of the form of the action or the theory of recovery, or otherwise, will not exceed 100% of the Charges paid and/or payable during the Term of the Agreement.
- 7.4 Subject to Clause 7.1, neither Party (nor its Affiliates) shall be liable to the other party (or to its Affiliates) 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:
- 7.4.1 indirect loss, incidental loss, collateral loss or consequential loss;
 - 7.4.2 exemplary, punitive or special damages;
 - 7.4.3 lost revenue,
 - 7.4.4 lost profits or business;
 - 7.4.5 lost anticipated savings;
 - 7.4.6 lost goodwill or reputation;
 - 7.4.7 accidental loss or destruction of, or damage to, Amadeus data or Customer data (as the case may be);
 - 7.4.8 damage to aircraft hull;
 - 7.4.9 third party claims or claims under EC Regulation 261/2004 (or similar Law applicable in other countries and/or from time to time in force including in all cases any amendment thereto or replacement thereof) for loss or damage or other compensation; and/or
 - 7.4.10 lost management time,

even if such party (or its Affiliates) has been advised of the possibility of such damages or loss and even if the loss was foreseeable by such Party.

- 7.5 Customer shall be fully responsible for the acts and omissions of its third parties and sub-contractors.

8. EQUIPMENT WARRANTY AND SUPPORT AND RETURNS

- 8.1 Amadeus agrees to assign to the Customer 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.

- 8.2 In the event that the Customer wishes to make a defect claim in respect of the Equipment, then the following procedure shall apply.

8.2.1 Customer shall exhaust his own local maintenance efforts, at Customer's cost, in relation to the Equipment. If the matter persists following such maintenance efforts, then clause 8.2.2 and clause 8.2.3 shall apply.

8.2.2 If the claim relates to Equipment that is covered by the manufacturer's warranty referred to in the Schedule(s), then Customer agrees to have direct recourse to the manufacturer or their authorized representative in respect of such claim. In cases where Amadeus provide the local on-site support to Customer in respect of the relevant Equipment, then Amadeus or its authorized representative shall be responsible for contacting the manufacturer or its authorized representative in respect of such claim.

8.2.3 If the claim relates to Equipment that is not covered by manufacturer's warranty referred to in the Schedule(s), or such warranties have expired, or the claim relates to Equipment that is covered by the manufacturer's warranties to Amadeus but the claim falls outside the warranty terms of the manufacturer, upon Customer's request Amadeus shall repair or replace the Equipment provided that the Customer shall pay Amadeus' additional charges in connection with such repair or replacement.

- 8.3 In each of the cases set out in clause 8.2 and in respect of any Equipment claims, Customer acknowledges and agrees that Amadeus is absolved of any liability (except as otherwise stated in clause 7.1) to the Customer, for any loss, damage or expense suffered by Customer, in respect of claims in respect of the defective Equipment.

- 8.4 Except as otherwise expressly provided in this Agreement, and except for any implied warranties, conditions or terms that cannot be excluded by law, all warranties, conditions and other terms implied by statute or common law are excluded from the Agreement, including implied warranties of merchantability, satisfactory quality or fitness for a particular purpose, non-infringement, accuracy, availability, or that the Equipment will be error or bug-free or will operate without interruption.

- 8.5 If it is necessary according to manufacturer's capabilities to return the Equipment to the designated manufacturer's office for repair or replacement, Customer and Amadeus agree that:

8.5.1 Customer will coordinate at Customer's cost with a courier to have the Equipment delivered to the designated manufacturer's office.

8.5.2 Customer is responsible for packing such Equipment according to the standards necessary to prevent damage to the Equipment in transit;

8.5.3 Customer will bear all the costs and risk (including delivery costs and any associated Taxes) for return of the Equipment to the designated manufacturer's office and, where the applicable defect is within warranty, the designated manufacturer will bear the costs and risk of return of the Equipment, provided that such Equipment is returned to Customer's original address of dispatch.

- 8.6 The designated manufacturer's office may be a regional office, if so specified in the Schedule(s) or the Customer Service Plan.

- 8.7 The Customer understands and agrees that, upon the Equipment's end of useful life, it shall return any relevant Equipment and parts therefore to such designated party as Amadeus or the relevant producer or distributor deem appropriate. Customer further understands that the return shipping costs of such Equipment and/or parts thereof shall be at the Customer's expense.

9. TERMINATION

- 9.1 This Agreement may be terminated:
- 9.1.1 immediately by either Party on written notice, if the other is in material breach of an obligation under this Agreement and/or any Order and such breach is incapable of remedy within a period of thirty (30) days after receipt of written notice to do so; or
 - 9.1.2 immediately by either Party on written notice if the other Party (i) is unable to pay its debts, within the meaning of that term under section 123, Insolvency Act 1986, (ii) passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect, (iii) makes a composition or arrangement with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally, (iv) has a receiver, manager, administrator or administrative receiver appointed over any of its assets or any steps are taken towards the appointment of them or the making of an administration order or if an encumbrancer takes possession of or sells any of a Party's assets, (v) ceases or threatens to cease to do business at any time for a period of 30 days; or (vi) an analogous event occurs to the other Party in any jurisdiction.
- 9.2 Termination or expiry of this Agreement for any reason, whether under this clause 9 or not, shall be without prejudice to the accrued rights and liabilities of the Parties on the date of such termination or expiry.
- 9.3 For the purposes of this clause, the following shall be deemed a material breach:
- 9.3.1 non-payment by Customer of the Charges; and
 - 9.3.2 breach of clause 12 (Confidentiality and Intellectual Property Rights).
- 9.4 If a Supplement expires or is terminated, then the service(s) described in this Agreement in connection with the Supplement shall terminate on the date of such termination or expiry.

10. SERVICE DEPENDENCIES

- 10.1 The provision of the Services described in this Agreement is subject to and dependent on the availability of Equipment, cooperation and services of certain Customer third parties and Customer responsibilities described herein.
- 10.2 For the avoidance of doubt, Amadeus shall not be responsible for any failure to provide the Services or the Equipment to the agreed standards due to the extent that such failure is attributable to:
- 10.2.1 any failure of Customer or third party processes, business models, systems, networks or degradation of services not provided by Amadeus nor under the control of Amadeus;
 - 10.2.2 a failure of the Customer to comply with its responsibilities under this Agreement; or
 - 10.2.3 any negligence, misuse or mishandling of the Equipment or the Services or use of Equipment in combination with equipment or systems not provided or approved by Amadeus.
- 10.3 Customer warrants and undertakes that all requisite contracts, licenses and consents are or shall be in place between Customer and its third parties to support receipt of the Services. Customer shall be responsible for contracting and managing the relationship with the Customer third parties.

11. TITLE AND RISK OF EQUIPMENT

- 11.1 Subject to the following sentence, title to each item of Equipment shall pass to Customer on the later of completion of delivery including off-loading at the Location, or payment in full to Amadeus and in cleared funds of the Charges.
- 11.2 The Equipment shall be at the risk of Amadeus until delivery to the Customer at Location. Amadeus shall off-load the Equipment at the Customer's risk.
- 11.3 Until title of the Equipment has passed to the Customer under clause 11.1, the Customer shall:
- 11.3.1 hold the Equipment on a fiduciary basis as Amadeus' bailee;

- 11.3.2 store the Equipment (at no cost to Amadeus) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as Amadeus's property;
 - 11.3.3 not destroy, deface, or obscure any identifying mark or packaging on or relating to the Equipment; and
 - 11.3.4 keep the Equipment insured on Amadeus behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of Amadeus, ensure that Amadeus's interest in the Equipment is noted on the policy, and hold the proceeds of such insurance on trust for Amadeus and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 11.4 The Customer's right to possession of the Equipment before title has passed to it shall terminate immediately if any of the circumstances set out in clause 9 arise or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to Amadeus on the due date.
- 11.5 The Customer grants to or shall procure for Amadeus, its agents and employees an irrevocable license at any time to enter any premises including the Location where the Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by Amadeus in repossessing the Equipment shall be borne by the Customer.
- 11.6 On termination of the Agreement for any reason, Amadeus' (but not the Customer's) rights in this clause 11 shall remain in effect.

12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 12.1 The confidentiality terms of the ITSA and Supplements shall apply to this Agreement as if set out herein.
- 12.2 The Customer acknowledges that all intellectual property rights used by or subsisting in the Equipment are and shall remain the sole property of Amadeus or licensor. The Customer shall not at any time make any unauthorized use of such Intellectual Property Rights, nor authorize or permit any of its Affiliates, employees, agents or contractors or any other person to do so.

13. MISCELLANEOUS

- 13.1 Customer shall take all precautions necessary to prevent any Abuse of the Equipment or use of the Equipment for any Cyber Crimes. A breach by Customer of any of its obligations pursuant to this clause 13.1 shall be considered a material breach of the Agreement.
- 13.2 Export Control Laws
- 13.2.1 Each party will comply with any Export Control Laws applicable to it.
 - 13.2.2 If after the Effective Date, the provision the Equipment constitutes an actual or probable (in the reasonable opinion of Amadeus) breach of any applicable Export Control Laws, Amadeus shall have the right to suspend or prevent the provision of the affected Equipment and associated maintenance and support services. In such cases, Amadeus shall be excused from the performance, and shall not be held liable under or in connection with this Agreement for any failure or delay in performing any of its obligations under this Agreement.
 - 13.2.3 Customer agrees that Export Control Laws govern the use of Equipment, and Customer agrees to comply with all such Export Control Laws (including "deemed export" and "deemed re-export" regulations). Customer agrees that no Equipment (including any technical data, information, any included software and/or materials), including new products developed from or using the Equipment, will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.
 - 13.2.4 Customer shall indemnify Amadeus against all losses, liabilities, costs and expenses suffered or incurred by Amadeus and its Affiliates in connection with Customer's and/or its Affiliates' breach of Export Control Laws.
- 13.3 Entire Agreement

This Agreement and all Orders constitute the entire agreement (and supersedes any previous written or oral agreement or communication) between the Parties relating to the subject matter of this Agreement. Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding other than those expressly set out in this Agreement and, save as expressly set out in this Agreement and the Orders, neither Party shall have any liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.

13.4 Amendments

No amendment, modification or change of this Agreement shall be valid unless in writing and signed by an authorized representative of each Party.

13.5 Notices

13.5.1 All notices, requests, demands or other communications under this Agreement shall be in writing and may be sent by prepaid registered mail or by email transmission and shall be deemed to have been served:

- (a) at the time of delivery if delivered personally.
- (b) 5 Working Days after posting; or
- (c) at the time of transmission, if sent by email transmission.

13.5.2 Notices shall be sent to the following addresses or email addresses or fax number of the relevant Party:

if to Amadeus:

Amadeus Airport IT Americas, inc.
501 West Church Street, 3rd Floor
Orlando, Florida 32805

if to Customer:

CITY OF LONG BEACH
4100 Donald Douglas Drive
Long Beach, CA 90808,

With a copy to:
General Counsel
Email: legal@amadeus.com

13.5.3 Either Party may from time to time change its address or email address, facsimile number, or designee for notification purposes by giving the other Party prior written notice of the new address or designee and the date upon which it shall become effective.

13.6 Assignment

13.6.1 Subject to clauses 13.6.2 and 13.6.3, neither Party may assign, transfer, charge or otherwise encumber, declare a trust over or deal in any other manner with this Agreement or any right, benefit, or interest under it, without the prior written approval of the other Party.

13.6.2 Each Party may sub-contract out any of its obligations under this Agreement provided that a subcontractor shall not relieve a Party of any obligation under this Agreement.

13.6.3 Amadeus may transfer its rights together with obligations to any of its Affiliates.

13.7 Relationship of the Parties

Nothing in this Agreement or in any document referred to in it or in any arrangement contemplated by it will create a partnership, principal and agent relationship, joint venture or fiduciary relationship between the Parties or otherwise grant the right for a Party to bind the other Party to any agreement nor shall a Party hold itself out as the other Party's agent (whether by an oral or written representation or by any other conduct) and save as expressly provided in this Agreement neither Party shall enter into or have authority to enter into any engagement, or make any representation or warranty on behalf of, or pledge the credit of, or otherwise bind or oblige the other Party.

13.8 Third Party Rights

No express term of this Agreement nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a Party to it.

13.9 Severability

In the event that any provision of this Agreement is held invalid, unlawful, or unenforceable by a court or other tribunal with jurisdiction over the Parties, the Parties shall seek to agree any deletions or modifications necessary so that the provision is legal, valid, and enforceable and reflects as nearly as possible the original commercial intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

13.10 Waiver of Default

A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law does not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.11 Disputes

13.11.1 A party claiming that a dispute has arisen shall notify the other party in writing giving details of the dispute. Each party agrees that it shall continue performing its obligations under the Agreement while any dispute is being resolved, provided that this provision shall not operate to extend the Term or prohibit or delay a party's exercise of any right of termination or other remedy permitted under the Agreement.

13.11.2 The parties shall use their reasonable endeavors to resolve such dispute informally in good faith, and for that purpose shall escalate their internal considerations in relation to such dispute as expeditiously as reasonably possible and using their respective internal escalation procedures.

13.11.3 The Agreement and the performance of any contractual or non-contractual obligations related to the Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles thereof relating to conflicts of laws.

13.11.4 Nothing in the Agreement shall prevent either party from seeking any interlocutory or injunctive relief or other equitable remedy in any jurisdiction pending resolution of a dispute.

13.12 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement if it is prevented from or delayed in complying with its obligations as a result of an event of Force Majeure.

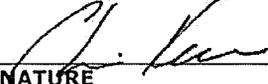
13.13 Execution

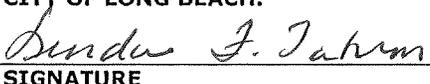
This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement. Each Party agrees that a digital, electronic, or facsimile copy and/or a copy of this Agreement printed from an electronic file shall be admissible in any legal proceeding as evidence of the contents and its execution by the Parties in the same manner as an original document. Each Party expressly waives any right to object to its introduction as evidence, including without limitation based on the best evidence rule.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

FOR AND ON BEHALF OF
AMADEUS AIRPORT IT AMERICAS, INC.:

FOR AND ON BEHALF OF
CITY OF LONG BEACH:


SIGNATURE


SIGNATURE

NAME CHRIS KELLER

NAME LINDA F. TATUM

TITLE VICE PRESIDENT

TITLE ASSY. CITY MANAGER

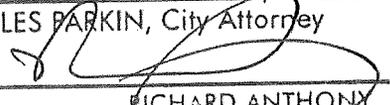
DATE 8/29/22

DATE 10/10/2022

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

9-6-2022
CHARLES PARKIN, City Attorney

By 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

**SCHEDULE 1
EQUIPMENT, WARRANTY, DELIVERY, CHARGES AND RESPONSIBILITIES**

1. GENERAL

- 1.1 This section 1 (General) is applicable to all Equipment Orders, unless stated otherwise in a Schedule or an Order or Order Form.
- 1.2 Customer will have the following responsibilities, at Customer's cost:
- 1.2.1 Customer shall be responsible for receipt of the Equipment, moving the Equipment to its designated location, for unpacking the Equipment and disposal of packaging
 - 1.2.2 Secure storage of the Equipment, both during the implementation project and for Equipment spares post implementation
 - 1.2.3 Equipment tracking (issue and return)
 - 1.2.4 management of Equipment
 - 1.2.5 Desks and power connectivity and consumables (including operational consumables, such as replacement batteries, etc.) shall be provided by Customer.
 - 1.2.6 Printer stock, and technical consumables such as printer heads) shall be provided by Amadeus from the consumables/managed services budget [\$1,335,052.00]. Amadeus can provide a quotation for any additional consumables upon request.
- 1.3 Support and Maintenance:
- 1.3.1 Customer's technical staff will be responsible, at Customer's cost, for the maintenance and support of all on-site Equipment including local maintenance (where permitted by the manufacturer) and management of the warranty in accordance with Clause 8.
 - 1.3.2 The Equipment will be subject to the relevant manufacturer's warranty and support terms which will be made available to Customer. Customer is responsible for complying with the relevant Equipment manufacturer's support terms. The manufacturer support terms will include warranty exclusions and may include additional Customer obligations in connection with Equipment returns (e.g. wiping the devices clean).
 - 1.3.3 Customer shall be responsible for preventative maintenance of the Equipment in accordance with the relevant Equipment manufacturer's requirements. Customer notes that the Equipment warranty may be invalidated if faults arise in connection with poorly preventatively maintained Equipment.
 - 1.3.4 To ensure the proper functioning of the Equipment, Customer shall ensure the Equipment environment is maintained at all times as required by the manufacturer.
- 1.4 Customer staff will be responsible for:
- 1.4.1 removal and disposal of any existing on-site passenger processing hardware devices;
 - 1.4.2 removal and replacement of defective Equipment supplied under this Agreement, in accordance with clause 8.5; and
 - 1.4.3 removal and disposal of all Equipment at end of life.
- 1.5 Training: Customer shall attend Amadeus training on support and maintenance of the Equipment including the exchange of faulty parts for spare parts. The training will be provided in accordance with the provisions of the relevant Supplement. Customer shall ensure personnel with adequate technical skill will attend the training within the agreed time. Thereafter, Customer staff will be responsible for training operational staff in the use of Equipment.
- 1.6 Software: 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. Customer is responsible for complying with the terms of the end user license agreement. To the extent permissible by law, Amadeus hereby excludes any and all warranties, representations, conditions, and other terms implied by statute or common law from this Agreement, in connection with such third-party software and the use thereof. Customer acknowledges and agrees that Amadeus is not liable and will not be held responsible for the

updates of and use of such third-party software and any damages or loss related thereto.

- 1.7 Where applicable, Customer shall ensure that its users and Personnel comply with PCI DSS standards when using the relevant Solution to process, capture or enter credit card details (e.g. via a Magnetic Stripe Reader (MSR) attached to the Equipment or by entering such details into the airline DCS via the Solution). Customer shall ensure physical security of the relevant Equipment at Customer's premises to ensure they are not tampered with in a way that could put at risk PCI DSS compliance. Customer shall allow relevant PCI DSS audits of the relevant Solution and components. Customer shall indemnify and hold harmless Amadeus and its Affiliates in respect of any third-party claims and losses arising directly or indirectly from a breach of this provision and the limitation of liability in clause 7.3 shall not apply. Amadeus reserves the right to introduce technical or procedural mechanisms to contain or mitigate any breach hereof. In case of Customer failure to comply with this clause, Amadeus reserves the right to disable the affected non-compliant functionality. Amadeus shall not be responsible for PCI-DSS compliance of airline or other third-party applications and systems.
- 1.8 If Customer moves the Equipment to and operates the Equipment in, countries other than the location of delivery, it is Customer's responsibility to ensure that the Equipment is suitable for delivery to and use in such location, including that it contains all the applicable regulatory marks and has the appropriate licenses. In addition, the manufacturer's ability to support the Equipment will vary by location and Customer may incur additional Charges in order to obtain support in a different location.
- 1.9 Customer's additional responsibilities with respect to the Equipment, including implementation, shall be covered in the Supplement.
- 1.10 Delivery Date: in accordance with the implementation plan agreed between the Parties.

**SCHEDULE 2
ACUS EQUIPMENT, WARRANTY, DELIVERY, CHARGES AND RESPONSIBILITIES**

1. AMADEUS AIRPORT COMMON USE SYSTEM (ACUS)

1.1 The list in the table below represents various Equipment components that are sold by Amadeus to Customer and are required for the provision and receipt of the ACUS Solution provided by Amadeus. Any and all equipment "provided by Customer" are Customer's responsibility to purchase and obtain in order to use the ACUS Solution and not included in the scope of this Agreement. All equipment provided by Customer shall be subject to the Amadeus certification process set out in clause 3.

1.2 ACUS Equipment table [at the signature of the agreement intentionally left blank]:

No	Solution Component	Equipment description	[Provided by]	Quantity (Final Quantity as per agreed project implementation plan)	Spares	Total Quantity

The total Charges for the ACUS Equipment listed in table 1.2 shall be [\$].

Notwithstanding clause 5.1 (Charges), this amount include delivery, but excludes associated delivery customs, taxes, and duties, which shall be payable separately by Customer. Amadeus shall invoice the Charges upon signature of this Agreement.

The Dell Equipment warranty support is subject to the Dell service descriptions which are available here: <https://www.dell.com/learn/us/en/uscorp1/campaigns/global-commercial-service-contracts?c=us&l=en&s=corp>.

**SCHEDULE 3
CUSS EQUIPMENT, WARRANTY, DELIVERY, CHARGES AND RESPONSIBILITIES**

1. COMMON USE SELF-SERVICE KIOSKS (CUSS KIOSKS)

1.1 The list in the table below represents various Equipment components that are sold by Amadeus to Customer and are required for the provision and receipt of the CUSS KIOSK Solution. Any and all equipment "provided by Customer" are Customer's responsibility to purchase and obtain in order to use the ACUS Solution and not included in the scope of this Agreement. All equipment provided by Customer shall be subject to the Amadeus certification process set out in clause 3.

1.2 CUSS KIOSK Equipment table [at the signature of the agreement intentionally left blank]:

No	Solution Component	Equipment description	[Provided by]	Quantity (Final Quantity as per agreed project implementation plan)	Spares	Total Quantity

1.3 The Charges for the CUSS Kiosk Equipment are [_____ \$].

This amount include delivery, but excludes associated delivery customs, taxes, and duties, which shall be payable separately by Customer. Amadeus shall invoice the Charges upon signature of this Agreement.

AMADEUS

AIRPORT IT SERVICES
GENERAL TERMS

FRONT PAGE

Customer: City of Long Beach (Customer")	Effective Date: October 1 st , 2021
Customer company registration number:	Customer country of incorporation: California, USA
Address: City of Long Beach 4100 Donald Douglas Drive Long Beach, CA 90808	

Amadeus Address for Notices:	AMADEUS AIRPORT IT AMERICAS, INC. 501 W Church St Ste 300 Orlando, FL, 32805E-mail address: notice@amadeus.com
Customer Address for Notices:	4100 Donald Douglas Drive Long Beach, CA 90808 Attn: Airport Director E-mail address: Fax number:

Upon its acceptance in writing by Amadeus (as defined below), this front page shall form, together with the terms and conditions set out overleaf (including all attached Schedules), the "General Terms" or "this Agreement" between Customer and Amadeus.

Signed for and on behalf of City of Long Beach ("Customer")	Agreed and accepted for and on behalf of AMADEUS AIRPORT IT AMERICAS, INC. ("Amadeus"):
BY: <i>Linda F. Tatum</i>	BY: <i>Chris Keller</i>
Print Name: LINDA F. TATUM	Print Name: .Chris Keller.....
Title: ASSI. CITY MANAGER	Title:Vice President.....
Date: 10/10/2022	Date:8/29/22.....

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

9.6 2022

CHARLES PARKIN, City Attorney

By _____
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

Airport IT Services Agreement for City of Long Beach
General Terms and Schedules



CONFIDENTIAL

Contents

1. DEFINITIONS..... 1

2. TERM..... 1

3. FORMATION OF SUPPLEMENTS 1

4. SERVICES 1

5. CHANGE CONTROL PROCEDURE 1

6. CHARGES 2

7. SAVINGS CLAUSE 2

8. INTELLECTUAL PROPERTY RIGHTS..... 2

9. PERSONAL DATA..... 5

10. CONFIDENTIALITY 8

11. WARRANTIES..... 9

12. INDEMNITIES 10

13. LIMITATION OF LIABILITY 12

14. FORCE MAJEURE 14

15. TERMINATION OF THESE GENERAL TERMS AND SUPPLEMENTS..... 14

16. CONSEQUENCES OF TERMINATION..... 15

17. DISPUTES..... 15

18. GENERAL 16

SCHEDULE 1 – GENERAL DEFINITIONS 20

1. INTERPRETATION 20

2. DEFINITIONS..... 21

SCHEDULE 2 - IMPLEMENTATION PRINCIPLES 32

1. INTRODUCTION 33

2. HIGH LEVEL IMPLEMENTATION PLAN AND BASELINE PLAN 34

3. IMPLEMENTATION PROJECT APPROACH..... 35

4. MILESTONES 35

5. MIGRATION SERVICES 38

6. CONFIGURATION AND OPTIONAL SERVICES..... 45

7. CUSTOMIZATION SERVICES 45

8. PRIVATE DEVELOPMENTS..... 46

9. USER ACCEPTANCE TESTING 46

10. PROJECT ORGANIZATION 49

SCHEDULE 3 – CHARGING PRINCIPLES..... 52

1. GENERAL 52

2. INVOICING AND PAYMENT 52

3. IMPLEMENTATION AND DEVELOPMENT CHARGES..... 53

4. MAINTENANCE CHARGES 53

5. PASS THROUGH COSTS..... 53

6. OTHER CHARGES..... 53

7. ECONOMIC CHANGE ADJUSTMENT (INFLATION) 54

8. TAXES AND VAT 55

9. DISPUTED CHARGES 56

10. RECORDS AND AUDIT REPORTS 56

SCHEDULE 4 – OPERATIONAL & DELIVERY PRINCIPLES..... 57



amadeus

AIRPORT IT GENERAL TERMS

1. DEFINITIONS

- 1.1 In these General Terms, rules of interpretation are set out in and, unless the contrary intention appears, capitalized terms shall have the meaning set out in Schedule 1 - General Definitions.

2. TERM

- 2.1 These General Terms shall enter into effect on the Effective Date and shall remain in effect until they are terminated or expire in accordance with their terms.

3. FORMATION OF SUPPLEMENTS

- 3.1 The Services are set out in and contracted through one or more Supplements.
- 3.2 The parties to these General Terms may enter into Supplements for so long as these General Terms remain in effect.
- 3.3 Upon the signature by the parties of a Supplement, a separate contract shall be formed between the parties incorporating the provisions of that Supplement and these General Terms. In these General Terms, each reference to a Supplement shall be deemed to include these General Terms as they are incorporated into that Supplement.
- 3.4 The order of precedence that applies as between these General Terms and the other provisions of each Supplement (including as between the parts of those documents) is as set out in the relevant Supplement.
- 3.5 The parties agree and acknowledge that their signature of these General Terms shall not result in an obligation to supply services or pay charges until the relevant Supplement Effective Date.

4. SERVICES

- 4.1 Customer hereby consents to the performance of the Services (as defined in each Supplement) and of Amadeus' other obligations under each Supplement by Amadeus' Affiliates or Amadeus Third Parties. Amadeus shall remain responsible for its obligations under each Supplement notwithstanding any subcontracting to its Affiliates or Amadeus Third Parties.
- 4.2 Each party shall be responsible for the management of its Personnel, subcontractors or agents.
- 4.3 Each party shall assign (or cause to be assigned) sufficient Personnel to perform its respective obligations and such Personnel shall possess suitable competence, ability and qualifications and shall be properly educated and trained for the fulfilment of the relevant obligations

5. CHANGE CONTROL PROCEDURE

- 5.1 Either party may originate a Contract Change or a CMP Change or request a new Supplement. Where either party originates a Change, Amadeus shall provide Customer the details of the material impact which the proposed Change will (or is expected to) have.
- 5.2 Save to the extent otherwise stated in any Supplement, neither party shall be obliged to agree to a Change originated by the other party. If either party is unwilling to accept a reasonable Change suggested by the other (or any material term of any



amadeus

proposed Change), then the other party may require the disagreement to be dealt with in accordance with the escalation procedure detailed in Clause 17.2.

- 5.3 Contract Changes and Supplement shall only be binding if signed by the authorized representative of each party. CMP Changes shall be agreed in accordance with the relevant Change Management Process and are part of the Change Control Procedure.
- 5.4 The regular system changes (including tuning, configuration management, software and hardware upgrades and changes, decommissioning of services and features, and capacity management) that Amadeus makes to the Services, Service Delivery Model or Amadeus Platform and other systems used by Amadeus to provide the Services shall not be subject to the Change Control Procedure unless such changes result in a material alteration or degradation to the Services, Service Delivery Model or Amadeus Platform (as applicable).

6. CHARGES

- 6.1 Customer shall pay Amadeus the Charges in accordance with Schedule 3 - Charging Principles.

7. SAVINGS CLAUSE

- 7.1 Amadeus shall be excused from the performance, and shall not be held liable under or in connection with any Supplement for any failure or delay in performing, any of its obligations under any Supplement if and to the extent that such Amadeus non-performance or delayed performance is caused by a Savings Event. On becoming aware of any Savings Event, Amadeus shall where reasonable and as soon as reasonably possible notify Customer about the occurrence of such Savings Event. Customer shall pay Amadeus any reasonable costs arising in connection with any Savings Event.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Except as expressly specified in this Clause 8, nothing in these General Terms or any Supplement shall be deemed to grant to one party rights in IPR or Confidential Information of the other party or its Affiliates. Each party agrees to reproduce copyright legends that appear on any materials provided by the other party, irrespective of ultimate ownership of the underlying IPR.

8.2 Amadeus IPR

8.2.1 Notwithstanding anything contained in these General Terms or any Supplement to the contrary, Customer agrees and acknowledges that Amadeus (or Amadeus' Affiliates, Amadeus Third Parties or licensors, or Amadeus Third Parties as the case may be) owns the Amadeus IPR.

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

8.2.3 Subject to the terms and conditions of any Supplement and Clause 8.2.5,



amadeus

Amadeus grants to Customer a non-exclusive, non-transferable, right during the relevant Supplement Term to access and use, and to permit Authorised Users to access and use, the Services at the Airport, under such Supplement and all related Amadeus documentation supplied to Customer for the purpose of Customer and the Authorised Users accessing and using the Services.

- 8.2.4 Authorised Users' rights are subject to:
- (a) Customer remaining responsible for all acts and omissions of each Authorised User as if they were the acts and omissions of Customer;
 - (b) Authorised Users shall have no entitlement to enforce this Agreement or any Supplement;
 - (c) Customer fully indemnifying Amadeus and its Affiliates against any Claims by Authorised Users; and
 - (d) Customer agreeing, and procuring that each Authorised User agrees and acknowledges, that it is solely responsible and liable for the use of the Services and any Customer Data.
- 8.2.5 The permissions granted by Amadeus as set out in each Supplement, and in particular in Clause 8.2.3 of these General Terms, shall be subject to the conditions and restrictions set out below. For the avoidance of doubt, Amadeus does not grant, and Customer shall not allow any persons other than those referred to above, access to and/or use of the Services, without Amadeus' prior written consent. Customer shall not, and shall not permit any person (including Authorised Users) to, without Amadeus' consent, and save to the extent required by applicable Law or the relevant Supplement, 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 Amadeus Platform or the Services, or attempt to do so for any reason, save that Customer may Modify documentation for internal training purposes;
 - (b) use any software, product or system forming part of the Amadeus Platform or the Services in combination with any other software, product or system, except through approved APIs provided by Amadeus;
 - (c) rent, sell, lease, sublicense, distribute, assign, copy (other than a single copy for Customer's own backup purposes), or in any way transfer the underlying software in the Amadeus Platform or the Services or use the same for the benefit of any third party through any outsourcing or time-sharing arrangement or through the operation of any service bureau;
 - (d) use any software, product or system forming part of the Amadeus Platform or the Services in contravention of specifications and system requirements; or
 - (e) use, reproduce or exploit any software, product or system forming part of the Amadeus Platform or the Services in contravention of

amadeus

any Third Party's IPR or Amadeus IPR.

8.2.6 Customer shall, and shall ensure that each Authorised User will, take all precautions necessary to prevent any Abuse of the Amadeus Platform or the Services.

8.2.7 A breach by Customer or an Authorised User of any of their obligations pursuant to Clause 8.2.6 shall be considered a material breach of the relevant Supplement by Customer, and Amadeus shall, notwithstanding any other remedy as set forth herein or under applicable Law, have the right to deny Customer and Authorised Users access to the Services immediately, without notice and without any liability under or in connection with any Supplement to Customer or any Authorised Users whatsoever.

8.3 Customer IPR

8.3.1 Notwithstanding anything contained in any Supplement to the contrary, Amadeus agrees and acknowledges that Customer (or Customer's Affiliates, subcontractors or licensors or Customer Third Parties or Authorised Users, as the case may be) owns the Customer IPR or IPR provided to Amadeus or its Affiliates, by or on behalf of Customer or its Authorised Users, in connection with Customer's or Authorised Users' use of the Services.

8.3.2 Subject to the terms and conditions of each Supplement (including any restriction on use), Customer grants (and Customer shall ensure that Authorised Users and their Third Parties grant) to Amadeus, its Affiliates and Amadeus Third Parties a non-exclusive, non-transferable, world-wide right during the Supplement Term (or as necessary thereafter under sub-clause 8.3.2(b) below) to access and use the Customer IPR and IPR provided to Amadeus or its Affiliates, by or on behalf of Customer or its Authorised Users, in connection with Customer's or Authorised Users' use of the Services and all documentation supplied to Amadeus for the following purposes:

- (a) for any purpose connected with the performance of the Services, the fulfilment of Amadeus' obligations under the relevant Supplement, or for the resolution of Disputes;
- (b) as required by applicable Law, demand, order (including injunctive relief), supervisory or regulatory authorities, court or government agency and by auditors; or
- (c) for legitimate Amadeus business purposes.

8.4 Third Parties

8.4.1 The extent to which Amadeus is responsible for procuring use rights or licences for Third Party Solutions or Third Party Data shall be as set out in Attachment 4 – Service Delivery Model to each Supplement.

8.4.2 Where Amadeus incorporates into the Amadeus Platform or the Services any intellectual property or proprietary information which include IPR owned by a Third Party, any ownership, use rights, warranties or indemnities granted to Customer, its Personnel or any Authorised User under any Supplement shall be limited by, and subject to, any obligations or restrictions imposed by or on behalf of the relevant Third Party in respect of



amadeus

such IPR. If Amadeus is advised by its Third Party licensors of any change to the licence terms, Amadeus shall advise Customer and the parties shall consult and use commercially reasonable efforts to agree any workaround required to mitigate against any inability of Amadeus to perform the Ongoing Services as a result of such change to the licence terms. Failure to agree any workaround shall be escalated under this Agreement in accordance with Clause 17.2 of the General Terms.

8.4.3 Third Party Connections and Applications

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

9. PERSONAL DATA

- 9.1 In the provision of the Services, Amadeus shall process Personal Data on behalf of Customer. This Processing includes such activities as specified in the Service



amadeus

descriptions under this Agreement. Under this Agreement, Customer remains responsible for the compliance with provisions of Data Protection Legislation.

- 9.2 Amadeus shall only Process Personal Data in accordance with the Instructions of Customer, except to the extent that any applicable Law prevents Amadeus from complying with such Instructions or requires the Processing of Personal Data other than as instructed by Customer.
- 9.3 Amadeus shall ensure that any personnel authorised by Amadeus to access the Personal Data are subject to a duty of confidentiality in respect of the Personal Data;
- 9.4 Amadeus shall ensure that any Processing of Personal Data is subject to appropriate technical and organisational measures against unauthorised or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data in accordance with applicable Data Protection Legislation applicable to Amadeus.
- 9.5 Subcontractors

9.5.1 Amadeus shall inform Customer of the Data Processing Subcontractors used in the Processing of Personal Data as at the Effective Date of this Agreement. Amadeus shall inform Customer of any changes to the Data Processing Subcontractors used in Processing of Personal Data made after the Effective Date of this Agreement. Where Amadeus engage any Data Processing Subcontractors, it shall impose the Personal Data Processing obligations set out in this Clause on such Data Processing Subcontractors. Customer hereby grants Amadeus a general written authorisation to engage Data Processing Subcontractor in the Processing of Personal Data in accordance with the provisions set out in this Clause 9.

9.5.2 If Customer, after having received notice in accordance with Section 9.5.1 above

- (i) acting reasonably, objects to the use of a Data Processing Subcontractor, on the basis that such use would present a significant risk that Data Subjects' rights and freedoms would be adversely affected by the use of the said Data Processing Subcontractor; and
- (ii) Customer notifies Amadeus promptly in writing within fourteen (14) calendar days after receipt of Amadeus notice in accordance with Clause 9.5.1 above providing details of the evidence of such grounds;

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

9.5.3 If Amadeus is unable to or fails to resolve the reasons for Customer's objections or to procure use of a different Data Processing Subcontractor within a reasonable period of time, Customer may terminate the Services which cannot be provided by Amadeus without the use of the Data Processing Subcontractor to which Customer objects by providing written

amadeus

notice to Amadeus, provided Customer will not be entitled to claim damages in respect of such termination.

- 9.6 Amadeus shall inform Customer of any requests or queries from a Data Subject, regulatory authority or any other law enforcement authority regarding Processing of Personal Data under this Agreement and provide Customer with any information and assistance (at Customer's cost) that may reasonably be required to respond to any such requests of queries.
- 9.7 Amadeus shall provide reasonable assistance to Customer (at Customer's cost) in respect of the Customer's compliance with Articles 32 – 36 of the GDPR, taking into account the nature of the Processing undertaken by Amadeus and the information available to Amadeus.
- 9.8 Amadeus shall at the choice of Customer, delete or return all Personal Data to the Customer after the end of the provision of the Services relating to Processing unless Amadeus is required to retain the Personal Data by applicable Law.
- 9.9 Amadeus shall notify Customer without undue delay on becoming aware of a Personal Data Breach; and
- 9.10 Amadeus shall make available to Customer information reasonably necessary to demonstrate compliance with Amadeus' Personal Data Processing obligations under this Agreement.
- 9.11 The Customer warrants, represents and undertakes that it has all necessary consents, approvals or licences to:
- 9.11.1 make Personal Data available to Amadeus for the purposes of this Agreement and for Amadeus to process Personal Data as envisaged in this Agreement; and
- 9.11.2 permit the Customer and each Authorised User to access Personal Data using the Amadeus Platform as envisaged in this Agreement.
- 9.12 Customer Data (if any) in Amadeus' control shall be accessible by Customer and any Authorised User via its user interface.
- 9.13 Customer shall be solely responsible for the Customer Data and for procurement of any approvals or consents or licences relating to the collection, Processing or use of such Customer Data by or on behalf of Amadeus. Amadeus is not required to validate the Customer Data for correctness or usability nor process Customer Data if such Processing will or is likely to render Amadeus, its Affiliates or their Personnel in breach of any applicable Law.
- 9.14 Notwithstanding the foregoing, Amadeus and/or its Affiliates may gather, compile, commingle, and use Customer Data for aggregate statistical or analytical purposes and/or for evaluation of its provision and the use of the Services. Such aggregate data may be used by Amadeus for financial, accounting, product optimization, customer support, and other internal business purposes. Aggregate or derivative data and information may be used by Amadeus 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 Customer. Amadeus and its Affiliates shall have all rights to those aggregated or derivative data and business



amadeus

intelligence solutions.

10. CONFIDENTIALITY

- 10.1 Amadeus and Customer each acknowledge that the other party possesses, and will continue to possess, Confidential Information that has been developed or received by it, has commercial value in its business or its Affiliates' businesses and is not in the public domain.
- 10.2 Subject to Clause 10.3:
- 10.2.1 during the General Terms and for a period of five (5) years following expiry or termination of each Supplement, Amadeus and Customer shall not disclose, and shall maintain the confidentiality of, all Confidential Information of the other party and the other party's Affiliates; and
- 10.2.2 each party shall use at least the same degree of care to safeguard and to prevent disclosing to Third Parties the Confidential Information of the other party and its Affiliates as it employs to avoid unauthorized disclosure, of its own information (or information of its clients) of a similar nature.
- 10.3 Subject to Clause 10.5, each party may disclose Confidential Information of the other party and its Affiliates to its regulators, auditors, attorneys, accountants, consultants Authorised Users and subcontractors (except, in the case of Customer, where any of the foregoing are competitors of Amadeus, or are customers of Amadeus under a separate agreement) and, in the case of Amadeus, to its Affiliates, where:
- 10.3.1 use by such person or entity is necessary for the purpose of receiving the Services or professional advice in relation to the General Terms and/or any Supplement and/or, in the case of a disclosure by Amadeus, use by such person or entity is necessary for the purpose of its Affiliates or Amadeus Third Parties performing their obligations in connection with the General Terms and/or any Supplement; or
- 10.3.2 such disclosure is necessary for the performance of such person's or entity's obligations under or with respect to the General Terms and/or any Supplement or Law,
- provided in each case that:
- (a) the person or entity (and its Personnel) agree in writing to assume the obligations described in this Clause 9; and
- (b) except in the case of disclosure of Confidential Information to a regulator, the disclosing party assumes full responsibility for the acts or omissions of such person or entity and takes all reasonable measures to ensure that the Confidential Information is not disclosed or used in contravention of the General Terms and/or the relevant Supplement.
- 10.4 Subject to Clause 10.5, neither party shall:
- 10.4.1 make any use or copies of the Confidential Information of the other party and/or its Affiliates except as contemplated by each Supplement;
- 10.4.2 acquire any right in or assert any lien against the Confidential Information of the other party or its Affiliates; or



amadeus

- 10.4.3 sell, assign, transfer, lease or otherwise dispose of Confidential Information of the other party and its Affiliates to Third Parties or commercially exploit such information, including through derivative works.
- 10.5 The obligations set out in Clauses 10.1 to 10.4 shall not apply to any information that the receiving party can demonstrate:
 - 10.5.1 that at the time of disclosure of it, is in the public domain other than through a breach of the receiving party's or a Third Party's confidentiality obligations;
 - 10.5.2 is lawfully in the possession of the receiving party at the time of its receipt from the disclosing party without an obligation restricting disclosure;
 - 10.5.3 was independently developed by the receiving party without reference to Confidential Information of the disclosing party; or
 - 10.5.4 is required to be disclosed to satisfy requirements of applicable Law or of a competent government or regulatory body, provided that, to the extent permitted by Law, the party required to disclose the Confidential Information (i) promptly notifies the disclosing party of the disclosure requirement, (ii) cooperates with the disclosing party's reasonable efforts to resist or narrow the disclosure and to obtain an order or other reliable assurance that confidential treatment will be accorded the disclosing party's Confidential Information, and (iii) furnishes only Confidential Information that the party is legally compelled to disclose according to advice of its legal counsel.

11. WARRANTIES

- 11.1 Each party warrants:
 - 11.1.1 it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
 - 11.1.2 it has all the requisite corporate power, approvals and authority to execute, deliver, receive and perform its obligations under these General Terms and the relevant Supplement; and
 - 11.1.3 it has obtained all governmental and regulatory licenses, authorisations, approvals, consents or permits required to perform its obligations under these General Terms and the relevant Supplement, except to the extent that the failure to obtain any such licenses, authorisations, approvals, consents or permits is, in the aggregate, not material.
- 11.2 Amadeus warrants to Customer that the Services provided under any Supplement shall be provided with due care, skill and diligence, and in accordance with good practices of the information technology industry with respect to comparable services and performance standards. This constitutes Amadeus' sole warranty with respect to provision of the Services unless otherwise agreed in any Supplement.
- 11.3 Each party shall (and Customer shall ensure the Authorised Users and their Third Parties in connection with the use of the Services and Amadeus Platform shall) at all times utilize good industry practices in the information technology industry with respect to comparable services and performance standards to prevent the introduction of Viruses into the Amadeus Platform and/or Customer's systems



amadeus

environment. If a party breaches the foregoing obligation and a Virus is found to have been introduced by that party (or Authorised User or its Third Party) as a result of such breach, then such party shall (at its own cost) provide reasonable assistance to the other party to mitigate the effects of such Virus and reimburse such other party for any effort of that party, arising in any eradication and repairs to the damaged applications and systems as a result of the introduction of any Virus. The introduction by Customer or an Authorised User of a Virus into the Amadeus Platform shall give rise to a Savings Event.

- 11.4 Except as otherwise expressly provided in the relevant Supplement, 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.

12. INDEMNITIES

12.1 IPR

12.1.1 Each party (an “**Indemnitor**”) shall indemnify and defend the other party and its Affiliates and its and their officers, directors, employees, agents, representatives, successors and assignees (each an “**Indemnitee**”) against any and all Losses finally awarded by a court or arbitral tribunal or agreed by the Indemnitor in settlement arising from:

- (a) subject to Clause 12.4.1, any non-Amadeus Third Party Claim that any use by an Indemnitee (or any of its Authorised Users), in accordance with any Supplement, of materials or Services supplied pursuant to the relevant Supplement by the Indemnitor infringes any IPR of a non-Amadeus Third Party; or
- (b) subject to Clause 12.4.1, where Customer is the Indemnitor, any non-Amadeus Third Party Claim that any use, other than in accordance with any Supplement, by Customer or any Authorised Users of materials or Services supplied by Amadeus pursuant to the relevant Supplement, infringes any IPR of a non-Amadeus Third Party.

12.1.2 The Indemnitor shall have no liability under the indemnity granted in Clause 12.1.1 to the extent that any Third Party Claim arises as a result of:

- (a) Modifications made by the Indemnitee or its sub-contractors;
- (b) the Indemnitee’s combination of the Indemnitor’s services, work product, software or materials with items not provided for under the relevant Supplement;
- (c) a breach of the relevant Supplement by the Indemnitee;
- (d) a failure of the Indemnitee immediately to use corrections or Modifications provided by the Indemnitor offering equivalent features and functionality (except where the correction or Modification provided by the Indemnitor does not relate to such failure); or



amadeus

(e) Modifications made on the request of the Indemnitee.

12.1.3 As a part or full alternative to indemnifying any Indemnitee in accordance with Clause 12.1.1(a), Amadeus may, in its sole discretion, perform one or more of the following to minimize or eliminate the disturbance to such Indemnitee's business activities, if it becomes aware of any Claim for IPR infringement under any Supplement:

- (a) obtain for the Customer the right to continue using any infringing Services, materials, equipment or software; or
- (b) modify the item(s) in question so that it is no longer infringing, and the Customer shall implement any such Modifications immediately; or
- (c) replace such item(s) with a non-infringing replacement item without loss of functionality, and the Customer shall implement any such replacements immediately; or
- (d) if, having taken the action referred to in one or more of Clauses 12.1.3 (a), (b) or (c), the infringement has not been brought to an end, cease to provide the affected infringing Services or deliverables (or require the Customer to cease such use), and if this has a material adverse impact on the Services or materials provided, Amadeus shall pay a reasonable refund to Customer (and any Dispute relating to such sum shall be resolved by an Expert in accordance with the Dispute Resolution Procedure),

and any amounts recoverable pursuant to the indemnity set out in Clause 12.1.1(a) shall be reduced to the extent that the Losses incurred by the Customer are reduced as a result of any of the above actions by Amadeus.

12.2 Abuse of the Services

12.2.1 Customer shall indemnify, defend and hold Amadeus, its Affiliates and their respective officers, directors, employees, successors and assignees harmless from and against any Third Party Claim in relation to the Abuse of the Services by the Customer and Authorised Users or use of their Third Parties' IPR in connection with the Abuse of the Services or Amadeus Platform.

12.3 [Reserved]

12.4 With respect to all Third Party Claims, in respect of which either party has agreed to indemnify the other party under the relevant Supplement, the following procedures shall apply:

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



amadeus

any Third Party Claim at the Indemnitor's reasonable request and cost.

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

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

(a) would assert any liability against the Indemnitee or impose any obligations or restrictions on such Indemnitee, such as imposing an injunction or other equitable relief upon the Indemnitee; or

(b) does not include the Third Party's release of the Indemnitee from all liability relating to such Third Party Claim.

12.4.4 If the Indemnitor does not deliver a Notice of Election pursuant to Clause 12.4.1, fails to defend the Third Party Claim in time, or ceases to defend the Third Party Claim, the Indemnitee shall have the right to defend the Third Party Claim in such manner as it may deem appropriate.

12.5 The indemnity in Clause 12.1 is the Indemnitor's sole obligation and liability under or in connection with each Supplement, and the Indemnitee's sole remedy, in respect of Claims by Third Parties relating to infringement of their IPR.

13. LIMITATION OF LIABILITY

13.1 Subject to Clauses 13.2, 13.5 and 13.6, the aggregate liability of each party and its Affiliates collectively to the other party and its Affiliates (and, in the case of Customer, its Authorised 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 General Terms and all Supplements, unless agreed otherwise in one or more Supplements, shall not exceed a total of \$1,000,000 ("**Liability Cap**").

13.2 Subject to Clause 13.5, neither party (nor its Affiliates) shall be liable to the other party (or to its Affiliates or, where Customer is the other party, to Authorised 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:

13.2.1 indirect loss, incidental loss, collateral loss or consequential loss;

13.2.2 exemplary, punitive or special damages;

13.2.3 lost revenue, profits, contracts business;

13.2.4 lost anticipated savings;

13.2.5 lost goodwill or reputation;

13.2.6 accidental loss or destruction of, or damage to, Amadeus Data or Customer Data (as the case may be);

13.2.7 damage to aircraft hull;

amadeus

- 13.2.8 except as expressly stated in the relevant Supplement, Third Party Claims or claims under EC Regulation 261/2004 (or similar Law applicable in other countries and/or from time to time in force including in all cases any amendment thereto or replacement thereof) for loss or damage or other compensation; and/or
- 13.2.9 lost management time,
even if such party (or its Affiliates) has been advised of the possibility of such damages or loss.
- 13.3 Subject to Clause 13.5, neither party (nor its Affiliates nor, in the case of Customer, Authorised Users) may bring proceedings against the other (or its Affiliates) more than twelve (12) months after the cause of action (whether in contract, tort (including negligence), breach of statutory duty, contribution, or otherwise) arises.
- 13.4 To the extent that Industry Mandates (e.g. IATA) require Customer to perform any primary testing or sign-off of deliverables, Customer agrees that such testing and/or sign-off shall not be in reliance on any acts or omissions of Amadeus. To the fullest extent permitted by applicable Law, and subject to any express provisions in any Supplement to the contrary, Amadeus and its Affiliates shall not be liable to Customer or Customer's Affiliates for any loss or damage (whether arising from contract, tort (including negligence), breach of statutory duty, contribution, or otherwise) arising out of such reliance or from Customer's failure to comply with such Industry Mandates.
- 13.5 Neither party (nor its Affiliates) excludes or limits its liability to the other party (or to its Affiliates or, where Customer is the other party, to Authorised Users) in respect of Losses arising in respect of:
- 13.5.1 fraud;
- 13.5.2 death or bodily injury caused by negligence;
- 13.5.3 any liability which by Law cannot be excluded or limited;
- 13.5.4 failure of Customer to pay any Charges, termination fees or interest payment that is due and owing to Amadeus under any Supplement;
- 13.6 Subject to Clause 13.5, all indemnities, shall be limited under the Liability Cap except for:
- 13.6.1 The indemnity in Clause 8.2.4(c);
- 13.6.2 the indemnity in Clause 12.1.1(a), except to the extent that it relates to Claims relating to patent infringement (which shall be limited under the Liability Cap);
- 13.6.3 the indemnity in Clause 12.1.1(b);
- 13.6.4 the indemnities in Clause 12.2;
- 13.6.5 the indemnities in Clause 12.3;
- 13.6.6 the indemnities in Clause 18.1;
- 13.6.7 liability pursuant to Clause 13.8; and
- 13.6.8 liability pursuant to Clause 8.2.4(c).



amadeus

- 13.7 If a party suffers Losses in respect of which the other party is liable (including pursuant to any obligation to indemnify under any Supplement), the party suffering the Losses must use reasonable endeavours 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 the relevant Supplement from the other party.
- 13.8 At the request of either party (the “**First Party**”), the other party (the “**Second Party**”) shall, and shall ensure that its Affiliates (and, in the case of Customer, the Authorised Users) will, execute all deeds and documents in favour of the First Party and its Affiliates to enable each of them to enforce the limitations and exclusions in each Supplement against the Second Party and its Affiliates (and, in the case of Customer, the Authorised Users) directly
- 13.9 Customer and Amadeus intend and acknowledge that they have freely and openly negotiated each Supplement, including the Charges, with the knowledge that the liability is to be limited in accordance with each Supplement (including this Clause 13).
- 14. FORCE MAJEURE**
- 14.1 Neither party shall be liable to the other party or any person for any default or delay in the performance of any of its obligations under any Supplement, if and to the extent such default or delay is caused, directly or indirectly, by any Force Majeure Event. Upon the occurrence and during continuance of a Force Majeure Event affecting Amadeus’ ability to provide the Services:
- 14.1.1 all amounts payable to Amadeus hereunder shall be equitably adjusted in a manner such that Customer is not required to pay for any Services to the extent that it is not provided with the same;
- 14.1.2 notwithstanding sub-Clause 14.1.1 above, Customer shall continue to pay Amadeus the Charges to the extent that Amadeus continues to provide the Services to which the Charges relate; and
- 14.1.3 any Dispute with regard to the appropriate adjustment to the Charges to take account of the Force Majeure Event shall be promptly escalated in accordance with the Dispute Resolution Procedure.
- 15. TERMINATION OF THESE GENERAL TERMS AND SUPPLEMENTS**
- 15.1 Either party may, by giving written notice to the other party, terminate each Supplement, in whole, if the other party:
- 15.1.1 commits a material breach of the relevant Supplement, which breach is capable of being cured and is not so cured within sixty (60) days after notice of the breach is received; or
- 15.1.2 commits a material breach of the relevant Supplement, which breach is not capable of being cured, following sixty (60) days after notice of the breach is received.
- 15.2 Amadeus may, by written notice, terminate the relevant Supplement with immediate effect, if Customer fails to pay Amadeus any Charges under the relevant Supplement (regardless as to whether such amounts are disputed or not) for more than sixty (60) days after payment is due in accordance with the relevant

aMADEUS

Supplement and after Customer having received a further thirty (30) days' written notice of its failure to pay.

- 15.3 Except where expressly stated in the relevant Supplement, no Supplement may be terminated in part under this Clause 15.
- 15.4 The effective date of a notice of termination shall not precede the date on which the notice is delivered to the other party.
- 15.5 Upon termination or expiry of the final subsisting Supplement entered into pursuant to these General Terms, each Party shall have the right to terminate these General Terms upon thirty (30) calendar days prior written notice to the other Party.

16. CONSEQUENCES OF TERMINATION

- 16.1 Termination or expiry of any Supplement will not prejudice or affect any rights of action or remedy of either party that have accrued prior to such termination or expiry.
- 16.2 On termination or expiry of any Supplement for whatever reason, each party shall pay any amounts owed to the other party in accordance with the relevant Supplement and subject to completion of each party's obligations under the relevant Supplement, each party shall, at the other party's option, return or destroy (where reasonably practicable and subject to ongoing use rights necessitating retention of a copy):
 - 16.2.1 any materials the IPR in which belong to that other party together with all copies thereof (unless otherwise agreed between the parties); and
 - 16.2.2 all documentation in any medium that contains, refers to or relates to the other party's or any of its Affiliates' Confidential Information.
- 16.3 Any provision of any Supplement which contemplates performance or observance subsequent to any termination or expiration of the relevant Supplement shall survive any termination or expiration of the relevant Supplement and continue in full force and effect. Without prejudice to the generality of the foregoing, the following shall survive termination or expiry of each Supplement:
 - 16.3.1 Clause 7 (Savings Clause);
 - 16.3.2 Clause 8 (Intellectual Property Rights) (other than Clauses 8.2.3 and 8.3.2);
 - 16.3.3 Clause 9 (Confidentiality);
 - 16.3.4 Clause 11.4 (Warranties);
 - 16.3.5 Clause 12 (Indemnities);
 - 16.3.6 Clause 13 (Limitation of Liability);
 - 16.3.7 Clause 14 (Force Majeure);
 - 16.3.8 Clause 16 (Consequences of Termination);
 - 16.3.9 Clause 17 (Disputes); and
 - 16.3.10 Clause 18 (General).

17. DISPUTES

- 17.1 A party claiming that a Dispute has arisen shall notify the other party in writing



amadeus

giving details of the Dispute. Each party agrees that it shall continue performing its obligations under each Supplement while any Dispute is being resolved, provided that this provision shall not operate to extend the Term or prohibit or delay a party's exercise of any right of termination or other remedy permitted under these General Terms and/or each Supplement.

17.2 The parties shall use their reasonable endeavours to resolve such Dispute informally in good faith, and for that purpose shall escalate their internal considerations in relation to such Dispute as expeditiously as reasonably possible and using their respective internal escalation procedures.

17.3 These General Terms and/or each Supplement, and the performance of any contractual or non-contractual obligations related to these General Terms and/or each Supplement, shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles thereof relating to conflicts of laws.

17.4

17.5 Nothing in the General Terms and/or any Supplement shall prevent either party from seeking any interlocutory or injunctive relief or other equitable remedy in any jurisdiction pending resolution of a Dispute.

18. GENERAL

18.1 Export Control and Sanctions Laws

Each party will comply with any Export Control and Sanctions Laws applicable to it.

If after the Effective Date, the provision or use of the Services constitutes an actual or probable (in the reasonable opinion of Amadeus) breach of any Export Control and Sanctions Laws, applicable to Amadeus or its subcontractors, Amadeus shall have the right to suspend or prevent the provision of the affected Services and this will constitute a Savings Event.

Customer agrees that Export Control and Sanctions Laws govern the use of Services (including technical data), and Customer agree to comply with all such Export Control Laws (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, software programs and/or materials resulting from 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, Customer acknowledge that in some cases the Services might be designed with capabilities for the Customer or its Authorised Users to access the Services without regard to geographic location. In such cases Customer and Authorised User is solely responsible for compliance with export control with regards to the access to the Services from different geographic locations.

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

18.2 Unless otherwise expressly agreed, neither party may assign the benefit or burden of these General Terms and/or any Supplement (or any part thereof) without the other party's prior consent (which shall not be unreasonably withheld or delayed). Each party ("**Assignor**") may assign the benefit and burden of these General Terms



amadeus

and all Supplements to: (a) its Affiliate; 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 these General Terms and/or the relevant Supplement[s]; and (iii) where the Assignor is Customer, provided that the Assignee is not a material competitor or an Affiliate of a material competitor to Amadeus in the travel distribution and IT business, nor in negotiations or has entered into an IT service agreement with Amadeus for similar services to the Services (respectively) contracted with Customer. The Assignor shall, where reasonably practicable, give not less than thirty (30) days’ notice of such assignment to the other Party.

- 18.3 Amadeus may transfer its right to receive payments due from Customer under each Supplement to certain financial entities, at any time during the Term, without any notice to Customer. This factoring arrangement, if activated, will not affect in any manner the payment process hereunder as, in the event of such transfer, Amadeus shall act as collecting agent for such financial entities for all payment’s receivable under any Supplement.
- 18.4 These General Terms and each Supplement constitute the complete and exclusive statement of agreement and understanding 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. Customer acknowledges and agrees that no representations were made prior to entering into these General Terms and/or any Supplement and that, in entering into these General Terms and/or any Supplement, it does not rely on, and shall have no remedy in respect of, any oral or written statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the relevant Supplement or not) other than as expressly set out or referred to in these General Terms and/or the relevant Supplement and waives all rights and remedies which might otherwise be available to it in respect thereof. For the avoidance of doubt and as set out in Clause 13.5 above, nothing in these General Terms and/or any Supplement shall exclude or limit Amadeus’ liability for fraudulent misrepresentations. Without prejudice to the provisions of this clause, the only remedy available to Customer and Authorised Users for breach of these General Terms and/or any Supplement shall be for breach of contract under and subject to the terms of these General Terms and/or the relevant Supplement. The rights and remedies of Customer and Authorised Users provided for in these General Terms and/or each Supplement are to the exclusion of all other rights and remedies at law.
- 18.5 No amendment, modification or change of these General Terms and/or any Supplement, including with respect to this clause, shall be valid unless in writing and signed by an authorized representative of both parties. This Clause 18.4 shall not apply to any changes which are addressed in and agreed through the Change Control Procedure.
- 18.6 All notices, notifications, requests, demands or determinations required or provided pursuant to these General Terms and/or each Supplement shall be in writing and may be sent in hard copy in the manner specified in this clause, by e-mail transmission (where receipt is acknowledged by the recipient) or by facsimile



amadeus

- transmission (with acknowledgment of receipt from the recipient's facsimile machine) to the addresses set forth on the Front Page.
- 18.7 Either party may from time to time change its address or designee for notification purposes by giving the other party prior notice of the new address or designee and the date upon which it shall become effective. A notice shall be deemed to have been properly delivered to the recipient:
- 18.7.1 where delivered by hand, at the time of delivery;
- 18.7.2 where delivered by post, three (3) Working Days after posting;
- 18.7.3 where delivered by e-mail transmission, at the time that receipt of the e-mail is acknowledged by the recipient; and
- 18.7.4 where delivered by facsimile transmission, at the time that the sender's facsimile machine receives the acknowledgement of receipt from the recipient's facsimile machine.
- 18.8 Amadeus, in furnishing the Services to Customer hereunder, is acting as an independent contractor. Amadeus shall be Customer's sole point of contact regarding the Services. Customer, in procuring rights to use and access the Services from Amadeus hereunder, is acting as an independent party. The relationship of the parties under these General Terms and/or each Supplement shall not constitute a partnership, agency or joint venture for any purpose. Amadeus is not an agent of Customer and has no right, power or authority, expressly or impliedly, to represent or bind Customer as to any matters except as expressly authorized in any Supplement.
- 18.9 In the event that any provision of these General Terms and/or any Supplement conflicts with the Law under which the these General Terms or the relevant Supplement is to be construed, or if any such provision is held invalid or unenforceable by a court or other tribunal with jurisdiction over the parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable Law.
- 18.10 The remaining provisions of these General Terms and/or the relevant Supplement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by Law.
- 18.11 Except where expressly provided in these General Terms and/or any Supplement as being in the sole discretion of a party, where agreement, approval, acceptance, consent, confirmation or similar action by either party is required under these General Terms and/or any Supplement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a party under these General Terms and/or any Supplement shall not relieve the other party from responsibility for complying with the requirements of these General Terms and/or the relevant Supplement, nor shall it be construed as a waiver of any rights under these General Terms and/or the relevant Supplement, except as and to the extent otherwise expressly provided in such approval or consent.
- 18.12 A waiver by either of the parties hereto of any of the obligations to be performed by the other under these General Terms and/or any Supplement or any breach thereof



amadeus

shall not be construed to be a waiver of any succeeding breach thereof or of any other obligation herein contained. All waivers shall be in writing and signed by the party waiving its rights.

- 18.13 Subject to Clause 18.14 below, neither party shall use the other party's name, trade name, logo or mark or refer to either party directly or indirectly in any advertisement, media release, public statement or announcement or public disclosure relating to these General Terms and/or any Supplement, the Services or the relationship of the parties, including in any promotional or marketing materials, customer lists or business presentations, without the prior consent of the other party to each such use or release, except as otherwise required by applicable Law.
- 18.14 Notwithstanding the provisions of Clause 18.13, Customer hereby authorises Amadeus to, publicly disclose that Customer is a customer of Amadeus (e.g. in customer list, commercial proposals, sales presentations, conferences etc.), and details of the Services provided to Customer (including which Services it uses) and use Customer's and its Affiliates brands and logos in connection with such disclosures. In addition, Customer consents to Amadeus' right to use Customer's name, logo, service mark and/or trademark, as updated from time to time, in Amadeus products and services. Amadeus acknowledges and agrees that all proprietary, intellectual property and any other rights in and to Customer's name, logo, service mark and/or trademark are the sole and exclusive property of Customer.
- 18.15 Each party agrees that, subsequent to the execution and delivery of these General Terms and/or each Supplement and without any additional consideration, each party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to give effect to these General Terms and/or the relevant Supplement.
- 18.16 The parties confirm that it is their wish that these General Terms and/or each Supplement, as well as other documents relating thereto, including notices, have been and shall be drawn up in English only.
- 18.17 These General Terms (including any Supplement entered into pursuant to these General Terms) do not create any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999. Authorized Users are not owed a duty of care directly by Amadeus.
- 18.18 This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement. Each Party agrees that a digital, electronic or facsimile copy and/or a copy of this Agreement printed from an electronic file shall be admissible in any legal proceeding as evidence of the contents and its execution by the Parties in the same manner as an original document. Each Party expressly waives any right to object to its introduction as evidence, including without limitation based on the best evidence rule.



amadeus

SCHEDULE 1 – GENERAL DEFINITIONS

1. INTERPRETATION

Unless expressly stated otherwise, the following rules of interpretation will apply in these General Terms and/or each Supplement (including all documentation incorporated therein):

- 1.1 words suggesting the singular include the plural, and vice versa;
- 1.2 words suggesting any gender include all other genders;
- 1.3 headings used in these General Terms and/or each Supplement are for ease of reference only and will not affect the interpretation of these General Terms and/or the relevant Supplement;
- 1.4 references to any schedule, attachment, instrument, agreement or other document are to that schedule, attachment, instrument, agreement or other document as amended, supplemented, varied or replaced from time to time;
- 1.5 use of the words ‘includes’ or ‘including’ (and their derivatives) means includes or including, without limitation;
- 1.6 a reference to any body is:
 - 1.6.1 if that body is replaced by another organization, deemed to refer to that organization; and
 - 1.6.2 if that body ceases to exist, deemed to refer to the organization which most nearly or substantially serves the same purposes as that body;
- 1.7 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument, or as contained in any subsequent enactment thereof;
- 1.8 references to Clauses are to clauses of these General Terms or a Supplement as indicated, references to Schedules are to schedules to the General Terms, references to Sections are to sections of a Schedule or an Attachment to a Supplement as indicated, and references to Attachments are to attachments to a Supplement;
- 1.9 references to a person or entity shall include references to individuals, bodies, corporate entities, unincorporated associations, partnerships and any other entity having legal capacity;
- 1.10 italicised words denote the name of a system, service, process or document, for ease of reference (e.g. “*Post-Implementation Test environment*” or “*PDT*”); and
- 1.11 references to a party or the parties is a reference to either or both of Customer and Amadeus (or either of their permitted successors or assigns) as the context requires.



amadeus

2. DEFINITIONS

"Abuse"	includes: (a) improper record of or access of the Amadeus Platform or the Services; (b) training any Third Party in the use of the Amadeus Platform or the Services without Amadeus' written consent; (c) misuse of the access to the Amadeus Platform or the Services granted by Amadeus under the terms each Supplement; and (d) any use of the Amadeus Platform or the Services which causes or is reasonably likely to cause technical problems, damage, degradation or interruption of which in any way negatively impacts the performance of services provided to other users of the Amadeus Platform or the Services.
"Acquired Rights Directive"	means the Acquired Rights Directive (Council Directive (77/187/EEC) and amending Directive 98/50/EC).
"Affiliate(s)"	means, with respect to each party, any other company or person that, directly or indirectly, Controls, is Controlled by or is under common Control with such party.
"Airline"	has the meaning given to it in the respective Supplement.
"Airline Customer"	means an airline that is serviced by Customer.
"Airport"	means the airport infrastructure, which shall be determined and listed in the Supplement in relation to the Services.
"Airport Core Rooms"	Means the Airport location containing IT equipment including the Pont of Demarcation.
"Amadeus Central Sites"	Means Amadeus entities located in Erding, Germany and Nice, France.
"Amadeus Data"	means all data and information generated, processed, received, inputted, provided or stored by Amadeus (including in the Amadeus Platform) in electronic or hardcopy format, and whether or not relating to its own or its Affiliates' or customers' or business partners' operations, facilities, passengers, personnel, assets and programs, in whatever form that information may exist. It includes Amadeus Performance Data, Amadeus Systems Level Data, and any Third Party Data relating to any of the foregoing.
"Amadeus Data Centre"	means any of the computer operations centers, including any public, private, or hybrid cloud (or other infrastructure), where Amadeus operates all or part of the Application Services.
"Amadeus Help-Desk"	means the help-desk support services provided by Amadeus to the Customer and described in Section "Amadeus Help Desk Services" of Schedule 4 - Operational & Delivery Principles.
"Amadeus IPR"	means the IPR in any software, documentation, database or information used or developed by or on behalf of Amadeus in the provision of the Services or in fulfilment of these General Terms and/or each Supplement, including: (a) the Amadeus Platform; (b) the Customer Specific Requirements and the Gap



amadeus

	<p>Developments (where applicable);</p> <p>(c) any other software developments produced by Amadeus, including Private Developments;</p> <p>(d) Amadeus' Confidential Information; and</p> <p>(e) Amadeus Data.</p>
"Amadeus Network"	means the telecommunications network which Amadeus presently or hereafter leases, operates, contracts for the operation of, to enable the transmission of messages or communications by Amadeus as agreed in the relevant Service Delivery Model under each Supplement.
"Amadeus Pass-Through Costs"	means costs charged by Amadeus to Customer in connection with the management of Customer's contractors by Amadeus and calculated in accordance with Paragraph 5 of Schedule 3 - Charging Principles.
"Amadeus Performance Data"	means robot measurement data of Customer's usage of the Amadeus Platform, Customer user system logging based data, incident records, problem tracking records, incident management reports, problem management reports and similar data relating to Amadeus Platform or Service performance measurement.
"Amadeus Platform"	means the combination of networks, terminals, systems and servers, and associated infrastructure, including any hardware, software, and tools, which are operated and/or controlled by Amadeus (usually hosted within Amadeus Data Center(s)), and used by Amadeus to provide the Services to Customer (and also to other customers).
"Amadeus Systems Level Data"	means network error messages and messages generated by network monitoring tools such as "ping" used to test correct operation of the Amadeus Platform at a system level, irrespective of customer identity.
"Amadeus Third Parties"	means Third Parties who are engaged by Amadeus to provide goods or services to it.
"API"	means application programming interface products.
"Application Services"	means the application services, as further described in each Supplement, for implementation and operation over the Production Environment, the Training Environment and the Test Environment, and which may be developed (including by the addition of Community Developments, Gap Developments and Private Developments) amended or extended through the Change Control Procedure (including the Change Management Process), excluding any Third Party Solutions.
"Authorised User"	means the individuals or other legal persons who are designated as such in the relevant Supplement.
"Blended Man Day Rate"	means a blended Man Day Rate as set out in the applicable Supplement.
"Business Rules"	means the set of rules/parameters provided to Customer as part of the Application Services through which Customer defines certain processes or modules of the Application Services (e.g. set up and modification).
"Change(s)"	has the meaning set out in the Change Control Procedure.
"Change Control Procedure"	means the procedure for agreeing Changes to each Supplement and documents incorporated therein, as set out in Clause 5 of the General Terms.



amadeus

“Change Management Process” or “CMP”	means the lower level process(es) for agreeing CMP Changes as further described in the Change Control Procedure. Such processes may be updated by Amadeus from time to time.
“Change Management Process Change(s)” or “CMP Changes”	means one or more of the following Changes (each a “Change Management Process Change” or “CMP Change”) which will not result in an amendment to the drafting of any Supplement: (a) a Change to the functionality underlying the Services; (b) a change to the Implementation Services or Baseline Plan; (c) the provision of additional Man Days if beyond agreed scope; (d) the implementation of operational or procedural changes contemplated expressly under each Supplement (e.g. restoration of the Amadeus’ system due to Customer’s action or lack of action such as failure to inform of significant increase in resource or capacity required by Customer); or (e) as otherwise described as a CMP Change.
“Chargeable Time”	means time spent by Amadeus Personnel on Services which are agreed to be charged on a Time and Materials basis, as recorded on Amadeus’ internal reporting system. For clarity, such time excludes time spent on the following activities: vacation, sick or other leave days, administration and internal management time, general training, but includes travel.
“Charges”	means the costs, fees and expenses payable by Customer to Amadeus under and pursuant to each Supplement, as set out in the relevant Supplement.
“Claim”	means any claim, demand, proceeding, or other action.
“Community”	means the group of Amadeus customers which use the Application Services of the Amadeus Platform.
“Community Developments”	means development projects initiated and funded in accordance with the Principles of Community Governance.
“Confidential Information”	means all information of a party or its Affiliates marked “confidential”, “restricted” or “proprietary” by either party or its Affiliates, and any other information of a party or its Affiliates that is treated as confidential by the disclosing party and would reasonably be understood by the receiving party to be confidential, whether or not so marked, including: (a) any software or components provided by either party under any Supplement for the purposes of receiving the Services as well as their description; (b) any software, components or other products and services, the provision of which is under discussion between the parties during the Term as well as their description (including in connection with any pilot or similar arrangement); (c) attorney or solicitor-client privileged materials or work product; and/or (d) Customer information, Customer and contract pricing, strategic plan, account information, research information, trade secrets, financial/accounting information, human



amadeus

	<p>resources and personnel information, internal or external audits, lawsuits.</p> <p>Confidential Information shall not include executed versions of these General Terms and/or any Supplement, excepts those parts and portions that include any of the information listed in (a) – (c) above.</p>
“Contract Change”	means an amendment or addition to or deletion from the terms of these General Terms, the Schedules or each Supplement.
“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.
“CUSS”	means common user self-service airport industry standard used in connection with kiosk check-in.
“Customer”	has the meaning set out in the Front Page.
“Customer Data”	means all data (other than Personal Data) and information generated, inputted or stored in the Amadeus Platform as a result of the Services and relating specifically to Customer or its Authorised User(s), and its or their operations, facilities, personnel, assets and programs in whatever form that information may exist and be processed through the Services, excluding: <ul style="list-style-type: none"> (a) Amadeus Performance Data; (b) Amadeus Systems Level Data; (c) Amadeus Data; and (d) Third Party Data.
“Customer Impacted Systems”	means any Customer Systems that will connect to the Amadeus Platform with effect from Cutover to the Application Services.
“Customer IPR”	means IPR generated or provided by Customer, excluding Amadeus IPR.
“Customer Premises Equipment” or “CPE”	means a router equivalent placed at the Airport that is used to provide the telecommunication service.
“Customer Specific Requirements”	means Customer’s specific design, development and implementation requirements, documented and agreed by the parties as Business Requirement Documents and Technical Requirement Documents in accordance with Schedule 2 - Implementation Principles, as amended through the Change Control Procedure.
“Customer System”	means those IT systems operated and controlled by or on behalf of Customer or any Authorised User and used to provide services to [customers].
“Customer Third Parties”	means Third Parties who are engaged by Customer or any Authorised User to provide goods or services to any of them.
“Cutover”	means, with respect to the Application Services, the earlier of the date on which Customer commences to use the Application Services following migration to the Application Services and the date on which the Application Services are available in the Production Environment for



amadeus

	use by Customer following migration to the Application Services, unless otherwise defined in any Supplement.
“Cyber Crime”	any crime that involves a computer, a network, or the internet, including computer-related extortion, fraud and forgery, and unauthorised access to or interference with data, identity theft, software and media piracy, web-site vandalism, release of Viruses and worms, (distributed) denial of service attacks, invasion of privacy, cyber-spying and illegal hacking.
“Data Processing Subcontractor”	means any Processor engaged by Amadeus in the processing of Personal Data.
“Data Protection Legislation”	means all applicable laws and regulations relating to the processing of Personal Data and privacy 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 Gap Development, Private Development or any other software development created by Amadeus or its Personnel pursuant to a Supplement.
“Development Services”	means services provided by Amadeus to Customer relating to the creation of any Development.
“Dispute”	means a dispute, difference, disagreement or question relating to the Services, General Terms or any Supplement including to the performance of any obligation under the General Terms or the relevant Supplement or any non-contractual obligation arising from or connected with the Services, the General Terms or any Supplement.
“Dispute Resolution Procedure”	means the procedure for resolving Disputes, as set out in Clause 17 of the General Terms.
“ECA Calculation”	means the method for calculating the Economic Change Adjustment to various types of Charges as described in the Charging Principles.
“Economic Change Adjustment” or “ECA”	means the adjustment applicable to various types of Charges, as described in the Charging Principles, and calculated in accordance with the ECA Calculation.
“Economic Change Index”	means the September estimate of the full year unadjusted “Towers Watson index” for IT labor costs published by Towers Watson (or any successor thereto), weighted as follows: (a) France - sixty per cent (60%); (b) United Kingdom – twenty per cent (20%); and (c) Germany – twenty per cent (20%). or any successor index thereto notified by Amadeus.
“Effective Date”	means the date specified as such on the Front Page.
“End of Project”	has the meaning given in each Supplement.
“End-User Help-Desk”	means a trained help-desk that provides help desk services for the Customer’s End Users as set out in Section <u>“End User Help-Desk Services”</u> of Schedule 4 - Operational & Delivery Principles.
“Expert”	means an expert appointed in accordance with the Dispute Resolution



amadeus

	Procedure.
“Export Control and Sanctions Law”	means (i) 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.
“Force Majeure Event”	means any act of God, natural disasters (e.g., fire, flood, earthquake, elements of nature), hostilities, acts of terrorism or crime including Cyber Crime, riot, explosion, sabotage, acts of government, change of Law and lock-outs and/or industrial disputes (to the extent that such lock-outs and/or industrial disputes do not arise solely in relation to the affected party’s own personnel), or any other cause beyond the reasonable control of either party (including, in the case of Amadeus, its subcontractors).
“Former Supplier”	means any person who, prior to Amadeus, any Amadeus Affiliate and/or any Amadeus Third Party, provided to the Customer or any Customer Affiliate any solution or services the same as or similar to the Services or part of the Services.
“Front Page”	means the front page of these General Terms.
“Gap Development”	means all the technical and functional modifications and additions made to the Amadeus Platform and the Application Services prior to Cutover in order to meet any Customer Specific Requirements.
“General Protection Regulation” or “GDPR” Data or	means regulation EU 2106/679/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.
“General Terms”	has the meaning set out on the Front Page.
“Graphical User Interface” or “GUI”	means an interface allowing people to interact with a computer system which uses graphical icons or visual indicators along with text.
“ICC”	means the International Chamber of Commerce.
“Implementation Fee”	means a fee payable by Customer to Amadeus for the services rendered by Amadeus to Customer during the Implementation Phase, as set out in the relevant Supplement.
“Implementation Services”	means the services set out in the Schedule 2 - Implementation Principles as further detailed in the relevant Supplement.
“Incident”	means any event that is not part of the standard operation of a service and that causes, or may cause, an interruption to, or a reduction in, the quality of the Services.
“Incident Record” or “IR” or “PTR”	means the Amadeus record of each Incident.
“Incident, Problem and Change”	means the Amadeus’ system that facilitates the execution of the operating procedures described in Schedule 4 - Operational & Delivery



amadeus

Management System	Principles.
“Industry Mandate(s)”	means the industry mandates published from time to time by IATA or ATA.
“Initial Term”	has the meaning given in each Supplement.
“Instructions”	means the Services as described in the Agreement shall be considered to be instructions of the Customer to Process Personal Data.
“Intellectual Property Rights” or “IPR”	means any and all patents, utility models, registered and unregistered trade and service marks, registered designs, rights in unregistered designs, trade and business names, rights in domain names, copyrights and moral rights, rights in any object code or source code, database rights, rights in inventions, know-how, trade secrets and other Confidential Information, and all other intellectual property rights of a similar or corresponding character, whether or not registered or capable of registration and whether subsisting in any country, territory or part of the world together with all or any goodwill relating thereto.
“Internet Service Provider” or “ISP”	means the third party internet service company who has been appointed by the Airport to provide the internet service to the Terminating PoP in the designated Amadeus Data Centre.
“IP” or “IPSec”	means the protocol used to communicate.
“IPSec VPN Tunnel”	means a virtual private network used to provide secure communication over the public internet between two geographical points. In this case one geographical point is the Terminating PoP at the Amadeus Data Centre and the other geographical point is the Airport core room.
“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.
“Liability Cap”	means, where applicable, the cap upon each party’s liability as set out in Section 13.1 or in the Special Conditions of the relevant Supplement.
“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 applicable Supplement and referenced in Schedule 3-Charging Principles. The parties may agree this rate to be on the basis of a Blended Man Day Rate.
“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, change, 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.



amadeus

“Native Airport”	means that the Customer will use the Amadeus application in a standard environment. The Airport has no CUTE environment in this case.
“Native Environment”	means that the Customer will use the Amadeus application in a standard environment without the requirement to use CUTE middleware. The Airport could have a CUTE environment, but the Customer will not use the CUTE environment of the Airport in this case.
“Ongoing Services”	means the relevant services provided by Amadeus as described in Schedule 4 - 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 Supplement.
“Other Costs”	means the following costs payable in addition to Termination Fees as set out in each Supplement: (a) Amadeus staff redundancy costs caused by the termination; (b) breakage costs which include any dedicated third party contracts (software development and support, networks, hardware leasing and maintenance, buildings or premises) which Amadeus has to terminate due to the termination; and (c) staff relocation to their normal place of work, if any Amadeus staff, contractors or consultants are assigned to client sites or specific locations.
“Out-of-Scope System”	means any of Customer’s or any Authorised User’s systems which is or are not part of the Services, but which might interact with either or both of them, as may be set out in the relevant Supplement.
“Passenger”	means a natural person using or intending to use transportation services.
“Per Diem”	means a daily living allowance as determined in accordance with Schedule 3 - Charging Principles (Section 6.3.3).
“Personal Data”	means any information that relates to an identified or identifiable living individual.
“Personal Data Breach”	means a breach of Amadeus’ security commitments set out in this Agreement leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by Amadeus in connection with this Agreement.
“Personnel”	means the employees, officers, directors or contractors of an entity, and in case of Amadeus, including of its Affiliates.
“PNR”	means a passenger name record containing all segments and other travel-related elements of a flight booking.
“Point of Demarcation” or “PoD”	means a physical location, where Amadeus and Customer interconnect their networks. This demarcates the boundary where Amadeus provides the Application Services to Customer and where Amadeus’ responsibility for the Application Services ends, except as otherwise



amadeus

	agreed. This location is as specified in Schedule 4 - Operational & Delivery Principles or any other location as agreed between Amadeus and Customer in the Supplement or in accordance with the Change Control Procedure.
“Principles of Community Governance”	means the then current rules which govern the process through which the Community participates in the evolution of the Application Services.
“Private Developments”	means development initiatives funded by Customer relating to the Application Services following Cutover, agreed in accordance with the Change Control Procedure.
“Problem”	means the unknown underlying cause of one or more Incidents, identified through a root cause analysis.
“Process” or “Processing”	of Personal Data means the use, collection, storage, Processing, modification, transfer, blocking or erasure of Personal Data by Amadeus on behalf of Customer.
“Production Environment”	means the system environment within the Amadeus Platform which is accessible by Customer starting with the Cutover for the purpose of accessing and using the Services.
“Proprietary Items”	means, collectively, Amadeus IPR and other software and proprietary items belonging to Amadeus or its Affiliates.
“Renewal Term”	means the period by which the Supplement Term is extended or renewed by agreement or otherwise in accordance with the relevant Supplement following the Initial Term or the immediately preceding Renewal Term (as the case may be).
“Residual Information”	means knowledge, ideas, concepts, techniques and know-how ascertained in connection with any Supplement.
“Savings Event”	means: <ul style="list-style-type: none"> (a) the wrongful or tortious actions or omissions (including wilful and negligent misconduct) of Customer or any Authorised User, subcontractor, supplier, agent or employee of Customer or any Customer Third Party; (b) the failure of Customer or any Authorised User (including their respective Personnel) to perform their obligations under any Supplement including completing a Milestone; or (c) any other circumstances expressly set out in any Supplement or this Agreement as giving rise to the application of Clause 7 of the General Terms.
“Service Delivery Model”	means the matrices set out in Attachment 4 – Service Delivery Model to the relevant Supplement.
“Services”	means the Implementation Services, the Application Services, the Ongoing Services and the Termination Assistance Services, as further described in each Supplement.
“Severity Level”	means the categorisation of any issues with the Amadeus Platform or the Services based on the potential impact of the problem to Customer.
“Severity”	means the categorisation of any functional or technical issues with the Amadeus Platform or the Services provided by Amadeus and based on the operational impact of the problem to Customer.



amadeus

“Skill Set Specific Man Day Rates”	means the Man Day Rates defined as such in Schedule 3 - Charging Principles.
“Solution”	has the meaning given in a Supplement.
“Special Conditions”	means the terms and conditions which are set out under the heading “Special Conditions” in the relevant Supplement.
“Specifications”	means the document produced by Amadeus to define the Gap Development required to the Application Services in order to meet a Customer Specific Requirement.
“Successor Supplier”	means the entity or entities (which may include the Customer or any of the Customer’s Affiliates) succeeding Amadeus in the provision or operation of a solution or services the same as or similar to the Services or part of the Services.
“Supplement”	means the contract documentation agreed by the parties in relation to the Services to be provided by Amadeus to Customer which references these General Terms.
“Supplement Effective Date”	means the date specified as such on the Supplement Front Page.
“Supplement Front Page”	means the front page of the relevant Supplement.
“Supplement Term”	means the Initial Term and the Renewal Term (if any), and any Termination Assistance Period, of the relevant Supplement.
“Technical Requirement Documents”	means Customer’s documented technical requirements as further described in Schedule 2 – Implementation Principles.
“Term”	means the period starting on and from the Effective Date and ending on the date when the General Terms are terminated or expire.
“Termination Assistance Charges”	means the Charges set out in Schedule 3 – Charging Principles and Attachment 3 (Charges) to each Supplement payable by Customer for the provision by or on behalf of Amadeus of Termination Assistance Services.
“Termination Assistance Period”	means the agreed period during which Amadeus shall provide Termination Assistance Services.
“Termination Assistance Services”	means the services requested by Customer and provided by Amadeus in relation to the migration from the Services, as agreed between the parties.
“Termination Fees”	means the fees payable to Amadeus in respect of termination of a Supplement as further described in each Supplement.
“Terminating PoP”	means a physical location, where Amadeus and Customer interconnect their networks. This demarcates the boundary where Amadeus delivers agreed network Services to Customer and where the responsibility for the services ends.
“Third Party”	means any entity other than Customer or Amadeus.
“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.



amadeus

“Third Party Solution”	means any solution which is licensed to Amadeus or its Affiliates <u>or provided to Amadeus or its Affiliates</u> by a Third Party <u>on behalf of Customer or its Authorised Users</u> .
“Third Party Systems”	means the systems operated by Third Parties connected or to be connected to the Amadeus Platform, pursuant to a Supplement, and to the extent such Third Parties are Customer's providers, they shall be as agreed between the parties from time to time as a Change.
“Time and Materials”	means the actual Man Days spent, travel expenses and expenses for resources consumed.
“Transaction”	means a single event initiated directly or indirectly by a user or proto-user (e.g., robotics, Out-of-Scope Systems) for which such user or proto-user expects a synchronous result. Transactions are grouped into Transaction Categories.
“User Originating Problem”	means a problem originating externally including from Amadeus Platform users or their systems, with an actual or probable (in the reasonable opinion of Amadeus) detrimental impact on Amadeus' systems (including technical problems, damage, interruption and/or degradation to Amadeus' systems and/or other impacts which negatively affect the provision of services to other users, and/or result in inefficient or improper use of the Amadeus Platform and/or the Services).
“VAT”	means value added tax and any other similar turnover, sales or purchase, tax or duty levied by any other applicable jurisdiction whether central, regional or local.
“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.
“VPN Peer”	means the device hardware which is used to create the IPsec VPN Tunnel. This can be a firewall, server or router which conforms with the agreed standards described in the workflow management documentation.
“Working Day”	means, in respect of: (a) any obligation for which one party is responsible; (b) any right which may be exercised by one party; or (c) any notice to be served by any party, any day when that party is open for business and excludes weekends and public holidays as they apply to that party (whether regional, state or country).



amadeus

SCHEDULE 2 - IMPLEMENTATION PRINCIPLES

“Acceptance Criteria”	means the criteria set out in the Test Plan, which are capable of assessing whether the functional and technical Customer Specific Requirements have been fulfilled in all material respects.
“Acceptance Testing Period”	means the period for testing a Gap Development specified in the Test Plan.
“Baseline Plan”	means each plan to be contractually agreed between the parties in accordance with and setting out the details described in Schedule 2 - Implementation Principles.
“Business Process Testing” or “BPT”	Means the testing carried out by Customer to validate that Customer’s business processes are satisfactorily supported by the Application Services, as further described in Schedule 2 - Implementation Principles.
“Business Requirement Document”	means Customer’s documented functional business requirements as further described in Schedule 2 - Implementation Principles.
“Configuration Profile”	has the meaning given in Attachment 2 – Implementation Plan/Strategy to the Supplement.
“Critical Milestone”	means each Milestone which is specified as such in the relevant Supplement.
“High-Level Implementation Plan”	means the agreed Implementation Project timeline (including the date of baseline planning, significant activities and migration dates), as set out in, and amended in accordance with each Supplement.
“Implementation Phase”	means the period which starts on the “Start of Program” Milestone and continues until completion of the Implementation Services, as set out in each Supplement.
“Implementation Programme”	means the programme of Implementation Services, which includes all Implementation Projects.
“Implementation Project”	means a project of Implementation Services that is documented in a Baseline Plan.
“Integration Testing”	Means the testing carried out by Customer to validate that Customer’s impacted applications interface satisfactorily with the Amadeus Platform and vice-versa (including functional end-to-end testing and interface testing) as further referenced in Schedule 2 – Implementation Principles.
“Milestone”	means a scheduling event in the course of the Implementation Services that signifies the completion of a deliverable or completion or trigger for commencement of a set of activities on the path to completion of a Critical Milestone.
“Project Manager”	means the responsible for the overall management by the relevant party of its activities under the Implementation Project as described in Schedule 2 - Implementation Principles.
“Project Status Meetings” or “PSM”	means the regular status meetings to be held between the parties with respect to the Implementation Project as described in Schedule 2 - Implementation Principles.



amadeus

“Project Steering Committee” or “PSC”	means the regular steering meetings to be held between the parties with respect to the Implementation Project as described in Schedule 2 - Implementation Services.
“Test Environment”	means the system environment within the Amadeus Platform which is physically or logically separate from the Training Environment or the Production Environment and which is accessible by Customer for the purpose of testing functionality or business processes.
“Test Failure”	has the meaning set out in Section 9.5.5 of Schedule 2 - Implementation Principles.
“Test Plan”	has the meaning set out in the User Acceptance Testing provisions of Schedule 2 - Implementation Principles.
“Training Environment”	means the system environment within the Amadeus Platform which is physically or logically separate from the Production Environment and the Test Environment and which is accessible by Customer for the purpose of user training.
“UAT Test Plan”	means, in respect of each Gap Development, the following: (a) Acceptance Criteria, which consist of functional test criteria and technical test criteria to be agreed with Amadeus, and related quantitative measures; (b) test strategy; (c) test scripts and test data; (d) “brush” test plan which will be a subset of the test scripts used to assess User Acceptance Testing readiness of the Gap Development; and (e) detailed test plan which will include a description of the test systems, data instances and required test facilities.
“User Acceptance Testing” or “UAT”	means Customer’s functional acceptance testing for certain Gap Developments, in accordance with the Test Plan and Schedule 2 - Implementation Principles, but excluding any Customer Integration Testing or Amadeus brush testing, and “User Acceptance Test(s)” shall be construed accordingly.

1. INTRODUCTION

- 1.1 This Schedule 2 - Implementation Principles describes the Implementation Services that shall be delivered by Amadeus and corresponding Customer obligations that shall be fulfilled by Customer in order to implement the Application Services.
- 1.2 For each Supplement, the Implementation Services consist of the services described in Section 5 (Migration Services) and Section 7 (Customization Services) delivered through each Implementation Project, when applicable.
- 1.3 The Implementation Services for a given Supplement shall be managed in accordance with Section 10 (Project Organization).
- 1.4 Unless otherwise expressly agreed herein, the Implementation Services shall be provided to Customer in accordance with Amadeus’ standard implementation processes and via the various communications media in use at Amadeus (Amadeus problem management tracking system, phone, e-mails, etc.), during Amadeus office hours from the Amadeus Central Sites.

amadeus

- 1.5 English shall be the language used during all phases of each Implementation Project. This applies to all written documentation produced by the parties and the language used during meetings.
- 1.6 Additional Implementation Services not described in this Schedule may be provided by Amadeus on request from Customer and will be documented in accordance with the Change Control Procedure and chargeable to Customer on a Time and Materials basis according to the applicable Man Day Rate agreed.
- 1.7 Customer confirms that, prior to Implementation Services being provided, it has conducted a thorough risk assessment of Customer's existing systems and processes to ensure that they are compatible with the Amadeus Platform and the Application Services, and Customer is responsible for the safety implications of deploying the Application Services and the processes associated therewith.
- 1.8 Customer will provide to Amadeus Personnel wireless internet access in all meeting and work rooms that will be used during the implementation program at Customer's sites.
- 2. HIGH LEVEL IMPLEMENTATION PLAN AND BASELINE PLAN**
- 2.1 Each High Level Implementation Plan reflects the parties' common understanding of each Implementation Project timeline as at the relevant Supplement Effective Date.
- 2.2 In consultation with Customer and in accordance with the timetable set out in the High Level Implementation Plan, Amadeus shall produce draft Baseline Plans which will take into account the Milestones set out in the relevant High Level Implementation Plan, including dates, implementation scope description, assumptions and constraints. Each Baseline Plan shall also include Critical Milestones that shall conform to those set out in the relevant High Level Implementation Plan set out in each Supplement. Each Baseline Plan shall be signed-off by Customer by the date specified in the relevant High Level Implementation Plan. Any failure or delay by the Customer in signing-off each Baseline Plan shall be governed by Section 4 (Milestones).
- 2.3 Once signed off, each Baseline Plan shall be incorporated into the relevant Supplement and each party shall be bound by the obligations and timetables contained in such Baseline Plan. Any modifications or adjustments to a Baseline Plan shall be agreed by the parties in accordance with the Change Control Procedure.
- 2.4 Should any of the following events occur, the relevant Baseline Plan may be amended by a party making a Change Order pursuant to the Change Control Procedure:
- 2.4.1 if there is a change to or delay in the Critical Milestones;
 - 2.4.2 if any Change is made to the agreed approach for implementation of the Application Services set forth in this Schedule 2 - Implementation Principles;
 - 2.4.3 if any Changes are made to the agreed project phasing (e.g., early Gap Development added or deleted) set forth in this Schedule 2 - Implementation Principles; or
 - 2.4.4 if any changes are requested by Customer to Customer Specific Requirements (if any) or their prioritization.
- 2.5 Any Changes to a Baseline Plan must be agreed before the date planned for a Milestone is reached.

amadeus

- 2.6 Each party shall have responsibility for managing the performance of its respective obligations related to the Implementation Services and shall provide the other party with regular updates about progress as required, including alerting the other party to any delays or problems caused by either party.
- 2.7 Except as otherwise set forth in the relevant Supplement, the parties agree that integration with any Customer Impacted System with the Amadeus Platform shall not be the responsibility of Amadeus. The parties agree that Amadeus is not responsible for Customer's business processes (including definition and testing thereof). Any delay by either party in the performance of activities and dependencies set out in a Baseline Plan shall be dealt with in accordance with Section 4 (Milestones).

3. IMPLEMENTATION PROJECT APPROACH

- 3.1 The Implementation Services shall be delivered through an Implementation Programme, the purpose of which is to manage Amadeus and Customer activities and processes related to the respective Implementation Projects, enabling:
- 3.1.1 the integration of all Customer Impacted Systems with the Amadeus Platform and the Application Services;
 - 3.1.2 the implementation of Gap Developments for Customer Specific Requirements (if any), when applicable, as set out in Section 7 (Customisation Services) and described in the appropriate Technical Requirement Documents and Business Requirement Documents;
 - 3.1.3 production readiness of the systems for the Application Services to enable Cutover to be completed in accordance with the relevant Baseline Plan; and
 - 3.1.4 the migration and completion of Cutover by Customer to the Application Services.
- 3.2 The Implementation Programme shall be deemed to have been completed at the Milestone "End of Project", achievement of which is determined by reference to the relevant Supplement.
- 3.3 The high-level approaches described herein shall be further detailed and refined during the baselining activities referred to in Section 2 (High Level Implementation Plan and Baseline Plan).
- 3.4 The outline approaches may be modified by mutual agreement if further detailed analysis results in more appropriate approaches being identified.

4. MILESTONES

- 4.1 The parties will apply the following principles to manage all Milestones:
- 4.1.1 Each party shall support an effective project management process to manage Milestones. Delays will be recorded and both parties will consider workaround solutions to mitigate further delays.
 - 4.1.2 Each party shall use reasonable endeavours to perform effective project management in tracking performances and deliverables in accordance with the relevant Baseline Plan and agree and document any deviations in accordance with Sections 2.3 to 2.7 in order to measure each party's contributions to any delay to Milestones.
 - 4.1.3 Each party shall implement regular Project Status Meetings where each

amadeus

Baseline Plan is tracked, and mitigation and/or Changes are endorsed (such Changes to be confirmed through the Change Control Procedure).

- 4.2 Each Baseline Plan shall identify Critical Milestones and other related Milestones with responsibilities allocated between Customer and Amadeus. Critical Milestones are as follows unless otherwise defined in any Supplement:

<i>To be adjusted in each Supplement</i>			
Critical	Milestone	Target date	Responsible
Critical	Start of program		Customer & Amadeus
Critical	Start of Implementation Project		Customer & Amadeus
	Implementation scope sign off		Customer
	Specification delivery complete		Amadeus
	Specification sign-off		Customer
	Delivery of the Baseline Plan		Amadeus
Critical	Baseline Plan sign-off		Customer
	Deliver brush test cases		Customer
Critical	Gap Development delivery to UAT		Amadeus
Critical	Customer test systems ready for UAT		Customer
	Start of UAT		Customer
Critical	UAT sign off		Customer
	Start of BPT		Customer
	BPT sign off		Customer
	End user training sign-off for Cutover		Customer
Critical	Production Environment ready for Cutover		Amadeus
Critical	Customer business readiness sign-off and signature of acceptance of services		Customer
Critical	Cutover		Customer
	End of Implementation Project		Customer & Amadeus
	End of program		Customer & Amadeus



amadeus

- 4.3 If at any time during the Term either party becomes aware that a delay will occur (or it is reasonably foreseeable that a delay will occur), in achieving a Milestone or other obligation under the relevant Baseline Plan, each party will:
- 4.3.1 immediately notify the other party in writing of that actual or potential delay;
 - 4.3.2 promptly inform the other party:
 - (a) whether it will be able to work around the problem in order to prevent, minimise or rectify the delay; and
 - (b) if the delay affects its Personnel, whether any other person can perform obligations that are identical or substantially similar to the obligations that are to be performed by such Personnel or assist in order to prevent, minimise or rectify the delay;
 - 4.3.3 meet (whether virtually by phone or otherwise, or in person) promptly with the other party, but in any event within six (6) Working Days after receipt of the notice referred to in Section 4.3.1 from the other party, and negotiate in good faith to agree on a workaround plan (including details of any cost impact);
 - 4.3.4 implement and comply with any workaround plan agreed between the parties.
- 4.4 If Customer and Amadeus agree on a workaround plan in accordance with Section 4.3.4:
- 4.4.1 Customer and Amadeus must comply with their respective obligations under such workaround plan; and
 - 4.4.2 such workaround plan will be deemed to be a Change (as set out in the Change Control Procedure) and form part of the relevant Supplement and, if it amends any provisions of a Baseline Plan, the provisions of that Baseline Plan will be deemed to have been amended accordingly, provided that any changes to Critical Milestones shall be documented as a formal Contract Change.
- 4.5 To the extent permitted by Law, failure by a party to perform its obligations relating to a Milestone (other than Critical Milestones) will only be used to assess the performance by that party of its obligations under the relevant Baseline Plan but shall not in itself be considered a breach of the relevant Supplement.
- 4.6 To the extent permitted by Law, a party will be deemed to be in material breach of a Supplement where a failure to meet a Critical Milestone within twelve (12) months of the applicable Critical Milestone date is caused exclusively by that party (or any third party under that party's control).
- 4.7 Notwithstanding Section 4.6, the following shall apply in the event of a delay to a Critical Milestone:
- 4.7.1 if Amadeus causes a delay to a Critical Milestone, Amadeus shall employ any resources reasonably required to mitigate its delay at its own cost; and
 - 4.7.2 if Customer causes a delay to a Critical Milestone, Customer shall employ any resources required to mitigate its delay at its own cost. Amadeus will

amadeus

attempt to perform, notwithstanding such delay, and Amadeus shall be entitled to charge for any additional work to make up for such delay on a Time and Materials basis.

5. MIGRATION SERVICES

- 5.1 Amadeus shall provide Services relating to migration and related deliverables as further described in this Section 5.
- 5.2 Amadeus shall provide the following project management services as part of the Implementation Services:
 - 5.2.1 establish and document Implementation Project organization and project control processes and procedures;
 - 5.2.2 produce and maintain detailed delivery plans covering Amadeus' Implementation Project activities in accordance with the to be agreed project planning conventions;
 - 5.2.3 manage the Amadeus' Implementation Project activities in accordance with the project governance described in Section 10 (Project Organisation);
 - 5.2.4 manage the Amadeus services set out in this Section 5 (Migration Services) and any changes to the scope of related activities in accordance with the Change Control Procedure. Amadeus shall manage project risks relating to the Amadeus activities;
 - 5.2.5 track the progress of Amadeus' Implementation Project activities against the agreed Milestones and Critical Milestones;
 - 5.2.6 regularly report on the progress of overall Implementation Project activities including Customer activities, based on Amadeus' reports;
 - 5.2.7 provide an Amadeus point of contact for Customer project management Personnel;
 - 5.2.8 coordinate, prepare for, participate in, and chair Project Status Meetings or conference calls as appropriate;
 - 5.2.9 coordinate, prepare for and participate in Project Steering Committee meetings or conference calls; and
 - 5.2.10 attend project ad-hoc meetings or conference calls as appropriate.
- 5.3 Customer shall perform the following:
 - 5.3.1 establish Customer's organization and Customer internal project control procedures to facilitate each Implementation Project;
 - 5.3.2 produce and maintain detailed delivery plans covering Customer's Implementation Project activities, in accordance with to be agreed project planning conventions;
 - 5.3.3 manage Customer's Implementation Project activities in accordance with Section 10 (Project Organisation);
 - 5.3.4 manage Customer's internal Implementation Project scope and scope change process, risks and risk mitigation activities and problems and the problem management process;
 - 5.3.5 track the progress of Customer's Implementation Project activities against to

amadeus

- be agreed delivery plans and Milestones and Critical Milestones;
- 5.3.6 report on the progress of Customer's Implementation Project activities in accordance with the agreed program reporting procedure;
 - 5.3.7 provide a Customer point of contact for Amadeus project management Personnel;
 - 5.3.8 prepare for and participate in Project Status Meetings or conference calls;
 - 5.3.9 prepare for and participate in Project Steering Committee meetings or conference calls as appropriate; and
 - 5.3.10 provide reasonable assistance to the Amadeus Implementation Project management team in order to facilitate the provision of Implementation Services by Amadeus by attending project ad-hoc meetings or conference calls as appropriate.
- 5.4 Amadeus shall provide the following baseline services:
- 5.4.1 work with Customer to agree and define roles and responsibilities of each party for the different tasks to be specified in the detailed delivery plans;
 - 5.4.2 provide Customer with functional familiarization with the Application Services (if and when available) at Amadeus locations or virtually and Customer shall participate in the same;
 - 5.4.3 provide Customer with standard Amadeus interface documentation when applicable;
 - 5.4.4 establish together with the relevant Customer Personnel responsible for training, a training delivery plan;
 - 5.4.5 define and size the Amadeus Platform;
 - 5.4.6 produce detailed Amadeus delivery plans;
 - 5.4.7 work with Customer to refine and baseline the plan based on output from Amadeus and Customer detailed delivery plans; and
 - 5.4.8 deliver a final version of each Baseline Plan.
- 5.5 Customer shall perform the following:
- 5.5.1 work with Amadeus to agree and define roles and responsibilities of each party for the different tasks detailed in the detailed delivery plans;
 - 5.5.2 manage and own the relationship with Customer's contractual partners impacted by the relevant Supplement in relation to the relevant Implementation Project;
 - 5.5.3 provide configuration information to Amadeus questionnaires ;
 - 5.5.4 establish together with the relevant Amadeus Personnel responsible for training, a training delivery plan;
 - 5.5.5 provide infrastructure requirements related to the Amadeus Platform;
 - 5.5.6 produce detailed delivery plans covering Customer's activities;
 - 5.5.7 produce detailed delivery plans covering Customer's activities in relation to Customer Specific Requirements (if any);

amadeus

- 5.5.8 sign-off the identified implementation scope including but not limited to the following:
- (a) migration strategy;
 - (b) Application Services in scope for Cutover;
 - (c) Customer Specific Requirements (if any) and the related description in the Business Requirement Documents;
 - (d) Amadeus interfaces;
 - (e) Customer end user training plan;
 - (f) Project governance;
 - (g) partnerships in scope for Cutover;
 - (h) CUTE and CUSS providers if any);
 - (i) draft Baseline Plans and work with Amadeus to refine and baseline the plan based on output from Amadeus and Customer detailed delivery plans; and
 - (j) commit to and sign-off each Baseline Plan.
- 5.6 Amadeus shall provide training in accordance with the relevant Supplement.
- 5.7 Amadeus shall provide the following Test Environment preparation services:
- 5.7.1 install and/or configure Amadeus Platform infrastructure components as appropriate to prepare the Test Environments for testing, migration and Cutover. Amadeus shall employ its standard test capture and refresh cycle;
 - 5.7.2 provide a dedicated entry point for the Test Environment infrastructure co-ordination and support;
 - 5.7.3 provide one (1) test instance for Customer use during Customer testing activities described in Sections 5.9 to 5.13 and 8 (User Acceptance Testing);
 - 5.7.4 establish the Test Environment for parameter and referential data set-up;
 - 5.7.5 work with Customer to analyse, agree and document the parameter and referential data for the [Amadeus Platform];
 - 5.7.6 work with Customer to analyse, agree and document parameter and referential data mapping between the Amadeus Platform and Customer Impacted Systems;
 - 5.7.7 establish and configure test system links and connectivity between the Test Environment and Customer Impacted Systems;
 - 5.7.8 assist with familiarising Customer staff with Test Environment details and processes, problem management and escalation processes;
 - 5.7.9 provide Customer with access to the Amadeus Incident, Problem and Change Management System; and
 - 5.7.10 test and configure the Amadeus standard interfaces for Customer Impacted Systems agreed as part of the scope sign-off.
- 5.8 Customer shall perform the following:
- 5.8.1 install and/or configure Customer's IT infrastructure components as

amadeus

- appropriate to prepare Customer's production and test environments for testing, migration and Cutover;
- 5.8.2 use the Amadeus Incident, Problem and Change Management System in accordance with the Test Environment, problem management and escalation processes;
 - 5.8.3 create and/or modify, test and configure the interfaces between the Customer Impacted Systems and the Amadeus Platform;
 - 5.8.4 create and/or modify, test and configure the interfaces between the Customer interface and any other systems, software, network, equipment or processes of Customer;
 - 5.8.5 provide a dedicated entry point to Amadeus for co-ordination and support of Customer components relating to the test IT infrastructure and Customer Impacted Systems;
 - 5.8.6 create Customer parameter and referential data within the Amadeus Platform that will be the base for Business Process Testing and Cutover;
 - 5.8.7 create Customer parameter and referential data within the Customer Impacted Systems based on the required data from the Amadeus Platform that will be the base for Integration Testing and Cutover; and
 - 5.8.8 establish and configure test systems links and connectivity between Customer Impacted Systems and the Test Environment.
- 5.9 The purpose of the Integration Testing is for Customer to validate that Customer's impacted applications interface satisfactorily with the Amadeus Platform and vice-versa (including functional end-to-end testing and interface testing).
 - 5.10 The purpose of the Business Process Testing is for Customer to validate that Customer's business processes are satisfactorily supported by the Application Services.
 - 5.11 Prior to the agreed date of commencement of Integration Testing and Business Process Testing, Customer will, in consultation with Amadeus, define the following:
 - 5.11.1 the test strategy;
 - 5.11.2 the test scripts and test data;
 - 5.11.3 the detailed test plan which will include a description of the test systems, data instances and required test facilities; and
 - 5.11.4 the test schedule which will detail the planning of the Integration Testing and Business Process Testing.
 - 5.12 Amadeus shall provide the following services in the timeframe set out in the relevant Baseline Plan (where applicable):
 - 5.12.1 reasonable functional and technical support to the extent agreed for Customer Integration Testing and Business Process Testing; and
 - 5.12.2 reasonable support to Customer in the process of integrating its IT operations with the Amadeus Platform, to the extent agreed. Amadeus shall assist Customer to establish, agree and document operations integration processes and procedures required in order to integrate Customer's IT operations processes with Amadeus' IT operations processes.



amadeus

- 5.13 Customer shall perform the following:
- 5.13.1 deliver Business Process Testing and Integration Testing test cases that enable planning, executing as well as controlling this activity by the project organization of both Customer and Amadeus;
 - 5.13.2 provide a dedicated entry point to Amadeus and sufficient knowledgeable people to conduct the Business Process Testing and Integration Testing in the agreed time frame;
 - 5.13.3 business process testing to ensure that Customer's business processes are compatible with the Amadeus Platform and the processing of the Amadeus Platform including Customer parameters and referential data;
 - 5.13.4 track and report the weekly progress of the Integration Testing and Business Process Testing with respect to the test schedule;
 - 5.13.5 perform Integration Testing of the Amadeus Platform and Customer Impacted Systems with the aim to validate a minimum set of test scenarios in terms of connectivity and message exchanges. Final Integration Testing is performed at the end of the Business Process Testing;
 - 5.13.6 establish, agree and document all operations integration processes/procedures required in order to integrate Customer's IT operations processes with Amadeus' IT operations processes;
 - 5.13.7 create and/or modify Customer's IT operations processes as appropriate to facilitate integration with Amadeus' IT operations processes;
 - 5.13.8 validate in the Production Environment security and the Business Rules; and
 - 5.13.9 achieve Critical Milestone "Customer Business Readiness Sign-off". Customer shall formally notify Amadeus in writing that it has achieved business readiness required for the relevant Milestone, which shall also include conclusion of internal training, communications and resolution of major obstacles to enable the Critical Milestone Cutover.
- 5.14 Amadeus shall provide the following cutover preparation services, as applicable (e.g. depending on whether data needs to be migrated under the relevant Supplement):
- 5.14.1 work with Customer to identify any data which needs to be migrated and the optimum data migration approach;
 - 5.14.2 work with Customer to jointly agree how Customer migration data if any will be mapped to the Amadeus Platform;
 - 5.14.3 advise Customer regarding any additional Customer migration data if any which may be needed within the Amadeus Platform;
 - 5.14.4 work with Customer to jointly develop and document the Cutover rehearsal scope and strategy;
 - 5.14.5 prepare and maintain the Amadeus components of a suitable test system environment for Cutover rehearsal use;
 - 5.14.6 work with Customer, to jointly plan Cutover rehearsals;
 - 5.14.7 build detailed Cutover rehearsal scripts for all Amadeus activities associated with the Cutover rehearsal process;
 - 5.14.8 provide a dedicated entry point and sufficient knowledgeable people to

amadeus

- work with Customer to jointly manage the execution of Cutover rehearsals and the subsequent refinement of the plans for Cutover;
- 5.14.9 execute all Amadeus Cutover rehearsal activities;
 - 5.14.10 assist Customer validation testing of Customer migration data; and
 - 5.14.11 assist in documenting agreed operations integration processes/procedures required to integrate Customer's IT operations processes with Amadeus IT operations processes.
- 5.15 Customer shall perform the following:
- 5.15.1 work with Amadeus to identify the Customer Data which needs to be migrated and the optimum data migration approach;
 - 5.15.2 work with Amadeus to jointly agree how Customer migration data will be mapped to the Amadeus Platform;
 - 5.15.3 provide data before and during the Cutover rehearsal as part of the jointly agreed migration strategy;
 - 5.15.4 work with Amadeus to jointly develop and document the Cutover rehearsal strategy;
 - 5.15.5 prepare and maintain the Customer components of a suitable test system environment for Cutover rehearsal use;
 - 5.15.6 work with Amadeus to jointly plan Cutover rehearsals;
 - 5.15.7 build detailed Cutover rehearsal scripts for all Customer areas involved in the Cutover rehearsal process;
 - 5.15.8 provide a dedicated entry point and sufficient knowledgeable people to work with Amadeus to jointly manage the execution of Cutover rehearsals and the subsequent refinement of the plans for Cutover;
 - 5.15.9 execute all Customer Cutover rehearsal activities;
 - 5.15.10 support automated data migration and testing of Customer Data on the Amadeus Platform;
 - 5.15.11 sign-off Customer migration data on the Amadeus Platform;
 - 5.15.12 complete the automated migration of Customer Data and/or the manual creation and supply of any Customer Data required in the Amadeus Platform which either does not exist within Customer's current system or which has not been automatically migrated;
 - 5.15.13 assist in documenting agreed operations integration processes/procedures required to integrate Customer's IT operations processes with Amadeus IT operations processes;
 - 5.15.14 install a Customer Help-Desk, acting as the sole interface to the Amadeus Help-Desk; and
 - 5.15.15 ensure Customer infrastructure readiness, including but not limited to GUI deployment and Device validation.
- 5.16 Amadeus shall provide the following Cutover services, as applicable (e.g. depending on whether data needs to be migrated under the relevant Supplement):

amadeus

- 5.16.1 prepare the Production Environment for the Application Services;
 - 5.16.2 work with Customer, to jointly refine the Cutover strategy and the optimum migration approach;
 - 5.16.3 work with Customer, to jointly agree and document the Cutover event management processes;
 - 5.16.4 build a detailed Cutover script for all Amadeus activities associated with the Cutover process;
 - 5.16.5 co-ordinate the building of a joint Cutover script which will be used for managing and tracking the progress of Cutover;
 - 5.16.6 execute the automated migration for Customer provided migration data if any;
 - 5.16.7 work with Customer to jointly manage the execution of Cutover;
 - 5.16.8 execute all Amadeus Cutover activities;
 - 5.16.9 provide a dedicated entry point to Customer for co-ordination and support of Cutover activities during the delivery of Cutover services; and
 - 5.16.10 work with Customer to monitor and manage the immediate post Cutover period following completion of Cutover to the Application Services until End of Project.
- 5.17 Customer shall perform the following:
- 5.17.1 prepare the Customer production environment for each of the Customer Impacted Systems;
 - 5.17.2 provide a dedicated entry point to Amadeus for co-ordination and support of Customer components of the Customer production environment and Customer Impacted Systems;
 - 5.17.3 establish and configure Authorised Users' end user Devices that are to be used with the Production Environment;
 - 5.17.4 work with Amadeus to jointly develop and document the Cutover strategy and the optimum migration phasing and approach;
 - 5.17.5 work with Amadeus to jointly agree and document the Cutover management processes;
 - 5.17.6 build a detailed Cutover script for all Customer areas involved in the Cutover process;
 - 5.17.7 work with Amadeus to build a joint Cutover script which will be used for managing and tracking the progress of Cutover;
 - 5.17.8 provide Customer migration data required for the operation of the Amadeus Platform;
 - 5.17.9 support automated data migration of Customer and use Amadeus supplied data migration tools as appropriate;
 - 5.17.10 create manually and supply any other Customer data required;
 - 5.17.11 provide end-users on-site or Customer Help-Desk on-site support required at or around Cutover;



amadeus

- 5.17.12 provide a dedicated entry point and sufficient knowledgeable people to work with Amadeus to jointly manage the execution of Cutover;
- 5.17.13 execute all Customer Cutover activities, including management of Customer's sub-contractors and other Customer Third Parties;
- 5.17.14 work with Amadeus to monitor and manage the immediate post Cutover period until End of Project;
- 5.17.15 agree to End of Project confirming that all Implementation Services have been delivered by Amadeus; and
- 5.17.16 agree to "End of Program" confirming that all Implementation Services have been delivered by Amadeus.

6. CONFIGURATION AND OPTIONAL SERVICES

- 6.1 Amadeus shall implement and set up the Services in accordance with the relevant Supplement and any Configuration Profile included therein, as may be amended through the Change Control Procedure. Each Baseline Plan shall reflect the agreed configuration and may need to be adjusted in the event of any Contract Change relating to the relevant Supplement and/ or any applicable Configuration Profile.

7. CUSTOMIZATION SERVICES

- 7.1 The following provisions in this Section 7 apply insofar as a Supplement sets out Gap Developments or these are agreed as part of the Baseline Plan scope. Customer Specific Requirements (if any) are related to the customization of the Application Services. The deliverables that are provided by Amadeus to meet Customer Specific Requirements constitute Gap Developments. The extent to which the development and implementation of Gap Developments for Customer Specific Requirements shall be incorporated within the scope of each Implementation Project shall be agreed between the parties.
- 7.2 Where relevant, Amadeus shall review and produce the following documentation corresponding to such list:
 - 7.2.1 Customer's business requirements which address the functionality of the Application Services; and
 - 7.2.2 Customer technical requirements which address the technical elements of delivering the Application Services.
- 7.3 Customer shall perform the following:
 - 7.3.1 further detail any Customer Specific Requirements for which Amadeus has requested clarification;
 - 7.3.2 define the requirements to be delivered for implementation; and
 - 7.3.3 sign-off the Business Requirement Documents and Technical Requirement Documents in writing, whereupon they shall together be deemed to constitute the approved Customer Specific Requirements.
- 7.4 Amadeus shall deliver to Customer functional and technical Specifications for the approved Customer Specific Requirements according to Amadeus' methodology.
- 7.5 Customer shall perform the following:
 - 7.5.1 provide support and work with Amadeus during functional and technical specification to manage the requirements scope, to the extent possible, to

amadeus

keep it within Customer Specific Requirements effort estimates.

- 7.5.2 sign-off the functional and technical Specifications. This is Customer's acknowledgment that the functional and technical Specifications meet the documented Customer Specific Requirements.
- 7.6 Amadeus shall provide "Preliminary Sizing", which is a high level estimate of the Amadeus analysis and implementation effort associated with developing and implementing Gap Developments for the Business Requirement Documents and Technical Requirement Documents and shall further refine the Preliminary Sizing during development of detailed functional and technical Specifications.
- 7.7 Amadeus shall communicate the "Final Sizing", which is a final estimate of the Amadeus analysis and implementation effort associated with developing and implementing Gap Developments for the Business Requirement Documents and Technical Requirement Documents to Customer once Customer has signed off the Specifications.
- 7.8 Changes to Customer Specific Requirements shall be agreed in accordance with the Change Control Procedure and shall be strictly limited to requirements mandatory to enable Customer to migrate to the relevant Application Service. Such changes to Customer Specific Requirements may only be agreed in relation to the following:
- 7.8.1 the scope of development and implementation of Gap Development required in respect of a Customer Specific Requirement is extended; or
- 7.8.2 a new Customer Specific Requirement is generated.
- 7.9 If during the Change Control Procedure, it is determined that a change to Customer Specific Requirements results in a change of workload to Amadeus, the additional workload expressed in Man Days (unless otherwise agreed through the Change Control Procedure) will be charged to Customer at the Man Day Rate.

8. PRIVATE DEVELOPMENTS

- 8.1 The Amadeus Principles of Community Governance apply. Accordingly, subject to the terms and conditions of the General Terms and Customer continuing to pay the applicable Charges in respect of any Private Developments commissioned hereunder, Amadeus grants to Customer an exclusive, non-transferable, world-wide right to access and use, and to permit Authorised Users to access and use, the software code written specifically for Customer in relation to developments specified as being Private Developments (and not existing software code previously developed by Amadeus) for the purpose of Customer and the Authorized User receiving the Ongoing Services as further described in the relevant Supplement to which the Private Developments relate. Unless otherwise agreed, the exclusivity shall expire three (3) years following the actual date of implementation of such Private Development. Notwithstanding the foregoing, Customer shall continue to pay the applicable Charges for as long as Customer is the only user of the Private Development. Customer acknowledges and agrees that Amadeus shall have the right to carry out a development for another customer requiring the same or similar functionality as that provided by a Private Development requested by Customer, provided that such other developments do not include the software code that has been written specifically for Customer in relation to a Private Development.

9. USER ACCEPTANCE TESTING

- 9.1 During delivery of the Implementation Services, the parties acknowledge that each

amadeus

- Gap Development may be subject to separate User Acceptance Testing by Customer. Customer shall ensure that it has suitable systems, facilities and Personnel to enable User Acceptance Testing to be carried out. Amadeus shall render assistance to Customer with respect to such User Acceptance Testing and such assistance is included in the sizing of the Gap Development.
- 9.2 If the Gap Development passes User Acceptance Testing, Customer may proceed to carry out further Integration Testing and Business Process Testing, of the Application Services and Gap Developments on its own systems environment.
- 9.3 Prior to the agreed date of commencement of User Acceptance Testing, Customer shall define, in consultation with Amadeus, the UAT Test Plan for each Gap Development. Amadeus shall provide the following testing services as part of the Implementation Services prior to submitting the Gap Development to User Acceptance Testing in accordance with the User Acceptance Testing procedure:
- 9.3.1 prior to commencement of any User Acceptance Testing, Amadeus will have carried out its internal functional and technical testing of each Gap Development;
- 9.3.2 install the relevant Gap Development on the test systems and environments agreed in the UAT Test Plan;
- 9.3.3 deliver to Customer all related documentation and other materials relating to each Gap Development that are reasonably necessary for the performance of User Acceptance Testing;
- 9.3.4 undertake and execute the brush test prior to Customer commencing User Acceptance Testing; and
- 9.3.5 provide a dedicated entry point and sufficient knowledgeable people to work with Customer to jointly manage the execution of User Acceptance Testing Services.
- 9.4 Customer is responsible for User Acceptance Testing of the Customisation Services of Customer Specific Requirements (if any) performed by Amadeus and shall perform the following:
- 9.4.1 deliver the software and associated infrastructure under Customer's responsibility that are required to support Application Services implementation enabling User Acceptance Testing to be completed;
- 9.4.2 deliver test cases for brush test that enable planning, execution as well as controlling this activity by the project organization of both Customer and Amadeus;
- 9.4.3 provide a dedicated entry point and sufficient knowledgeable people to work with Amadeus to jointly manage the execution of User Acceptance Testing;
- 9.4.4 verify that Gap Developments perform according to agreed Specifications; and
- 9.4.5 sign off the User Acceptance Testing in writing for each Gap Development passing User Acceptance Testing as per Section 9.5.3.
- 9.5 The Customisation Services of Customer Specific Requirements (if any) will be accepted by Customer in accordance with the following User Acceptance Testing

amadeus

procedure:

- 9.5.1 Customer will track and report the weekly progress of the User Acceptance Testing with respect to the test schedule defined in the UAT Test Plan. At the end of each User Acceptance Test, Customer will provide the signed User Acceptance Test results to Amadeus showing whether a Gap Development has passed or failed the relevant User Acceptance Testing, and in the case of any failure, the extent of such failure with respect to the relevant Acceptance Criteria.
- 9.5.2 The following classification of defects shall be used to describe any defect that results in a failure to pass a User Acceptance Test:
- (a) "Test Execution Blocking Defect" (logged as a "Severity 2 PTR" in the Amadeus Incident, Problem and Change Management System) for failures blocking progress in User Acceptance Test execution and preventing Cutover to the relevant Application Service;
 - (b) "Test Acceptance Blocking Defect" (logged as an "urgent" "Severity 3 PTR" in the Amadeus Incident, Problem and Change Management System) for failures for which no workaround for Production Environment is available and preventing Cutover, but which has no impact or a minor impact on the User Acceptance Test progress;
 - (c) "Non Blocking Defect" (logged as a "non-urgent" "Severity 3 PTR" in the Amadeus Incident, Problem and Change Management System) for failures for which a workaround for Production Environment is available and which do not need to be fixed before the Cutover. Such failure will be fixed depending on available fixing capacities and after defects to which higher Severity Levels are attributed are fixed;
 - (d) "Minor Defect" (logged as a "Severity 4 PTR" in the Amadeus Incident, Problem and Change Management System) for other failures. Such failures will be fixed only if impacted Application Services need to be modified due to other defects or requirements;
- 9.5.3 Each Gap Development will have passed User Acceptance Testing if there are no Test Execution Blocking Defects or Test Acceptance Blocking Defects documented in the User Acceptance Test report for such Gap Development at the end of the relevant Acceptance Testing Period.
- 9.5.4 Notwithstanding any terms to the contrary, any code release into the Production Environment for any Gap Development, will be construed as deemed satisfactory completion of User Acceptance Testing of that Gap Development.
- 9.5.5 If a Gap Development has at least one (1) Test Execution Blocking Defect issue documented ("Test Failure"), the following procedure will apply:
- (a) Amadeus shall correct the Test Failure within a reasonable time and will then resubmit the Gap Development for re-testing by Customer in accordance with this Section 9.5;
 - (b) on Amadeus' notification to Customer that Amadeus has corrected the Test Failure, Customer will re-test the relevant portion of the Gap Development against such Acceptance Criteria for an additional Acceptance Test Period of up to thirty (30) Working Days. If ^{any} of

amadeus

the end of such Acceptance Test Period, the Gap Development still has a Test Failure, then Customer will promptly notify Amadeus of the extent of such Test Failure in writing and the parties will repeat the process described in this Section 9.5. The re-testing described in this Section 9.5.5(b) will be limited to three (3) re-tests, unless the parties agree otherwise in writing.

- (c) if following the three (3) re-tests referred to in Section 9.5.5(b), the Gap Development has not passed the User Acceptance Test, Customer shall, acting reasonably:
 - (i) accept the relevant Gap Development notwithstanding non-fulfilment of all of the relevant Acceptance Criteria or fail are to notify Amadeus under this Section 9.5.5(c). In these cases, the User Acceptance Testing in respect of such Gap Development will be deemed to have been successfully completed;
 - (ii) require further correction and testing cycles to be undertaken by Amadeus, in which case the re-test procedure for Test Failures in Section 9.5.5(b) will apply; or
 - (iii) reject the relevant Gap Development.

10. PROJECT ORGANIZATION

- 10.1 The parties shall establish an Implementation Project structure aimed at facilitating the participation of both parties in the management of the Implementation Services. The Implementation Project structure, roles and processes described in this Schedule 2 - Implementation Principles represent the generic Amadeus organisation and approach, and shall be unilaterally adapted by Amadeus to each Implementation Project. In some instances, roles may not constitute a full-time position for Amadeus Personnel and/or Customer Personnel, and resources may be shared with other projects or the same resource used for multiple roles.
- 10.2 The parties shall each establish and staff the roles described in this Section 10 and the related forums for the purposes of managing the migration of Customer to the Application Services.
- 10.3 Each party shall appoint a Project Manager who shall be responsible for the overall management by the relevant party of its activities under each Implementation Project. This includes in particular the following responsibilities:
 - 10.3.1 take all necessary actions to ensure all deliverables meet agreed Acceptance Criteria;
 - 10.3.2 manage issues and risks;
 - 10.3.3 ensure regular status reporting to the PSM and PSC;
 - 10.3.4 control Implementation Project budget; and
 - 10.3.5 manage the relevant Change Management Processes in relation to Customer Specific Requirements from the Effective Date to the End Of Project.
- 10.4 Amadeus' Project Manager shall be responsible for ensuring that each Implementation Project shall reflect the details of Attachment 1 – Application Services to a Supplement and subsequently, the relevant Baseline Plan (including all

amadeus

Customer obligations). Any changes to any Implementation Project required by the Customer's Project Manager which impact or conflict with the Implementation Services and/or the relevant Baseline Plan in terms of time, scope and/or cost shall be subject to approval by both parties in accordance with the Change Control Procedure.

- 10.5 Each party shall ensure that its Project Manager shall consider items escalated relating to each Implementation Project and report to the other party's Project Manager on its progress against the relevant Baseline Plan and escalate issues to the relevant Implementation Project's PSM and PSC.
- 10.6 Project Status Meetings shall be held on a regular basis (and, in any event, at least once every two (2) weeks) in order to track progress against the relevant Implementation Project. Project Status Meetings can take the form of a face to face meeting at Amadeus Central Sites or a conference call as agreed.
- 10.7 Sections 10.7 to 10.13 describe the process by which a document produced by one party is formally signed off by the other party. Such document shall be identified as such by the parties' respective Project Managers.
- 10.8 Signing-off on a document is the means by which the parties formally:
- 10.8.1 verify the conformity of the document with the requirements of the relevant Supplement; and
 - 10.8.2 agree on the accuracy and completeness of its content.
- 10.9 Once signed off, the document becomes a reference, or a baseline, from which Implementation Project performance and/or product quality can be assessed and measured or in reliance on which the parties can progress with performance of the relevant Supplement. Any change requested to a document after its sign-off shall go through the relevant Change Management Process.
- 10.10 Implementation Project documentation comprises a number of discrete documents, some of which may closely relate to each other. In such cases, a particular group of documents may need to be signed-off together. In the remaining description of this process, a group of such documents will still be referred to as "the document".
- 10.11 The respective Project Managers shall be the owners of the sign-off process. Such ownership can be delegated to a nominated owner by the Project Manager by notice to the other party's Project Manager. In such case, these nominated owners will be responsible for securing sign-off from the key stakeholders and be the single point-of-contact for all feedback.
- 10.12 For each document due to be signed-off during the Implementation Project, Amadeus and Customer may establish a detailed operational process. This process shall conform to the terms of Sections 10.7 to 10.13 unless otherwise agreed. Where no operational sign off process is agreed the following principles and timescales shall apply.
- 10.13 The sign off process shall commence when Amadeus makes the document available to Customer for sign off (version one). The Customer shall promptly acknowledge receipt of the document in writing within one (1) Working Day. Sign off occurs on (i) receipt by Amadeus of a written sign off by Customer of the document or (ii) at the end of the agreed sign off period unless Amadeus receives written notification that the document cannot be signed off. The process is as follows:



amadeus

- 10.13.1 from the date of receipt of the document from Amadeus, Customer shall have ten (10) Working Days to review the document and raise issues of clarification or amendment;
 - 10.13.2 Amadeus shall provide within ten (10) Working Days, from receipt of the clarifications or amendments, a response or to amend and resubmit the reviewed document to Customer. The resubmitted document will be referred to as version two (2) of the document;
 - 10.13.3 Customer shall provide within ten (10) Working Days, from receipt of the clarifications and/or amendments in relation to version two (2) of the document, written sign off or raise further issues of clarification or request additional amendments. Where Customer shall not sign off version two (2) and this is likely to have an impact on a Critical Milestone, then the matter shall be escalated at the executive management level for decision, failing which the matter shall be considered a Dispute. Alternatively, if by the end of this period, Customer shall not sign off the document or raise any issues, the document shall be deemed accepted.
- 10.14 Amadeus and Customer shall for each implementation project jointly build a project closure report and ensure that all operational tasks and responsibilities are transferred from the project to the line organisation in both organisations before End of Project.

amadeus

SCHEDULE 3 – CHARGING PRINCIPLES

1. GENERAL

- 1.1 Customer agrees to pay Amadeus the applicable Charges as set out in and/or agreed pursuant to each Supplement in accordance with the principles set out herein, unless otherwise agreed in the relevant Supplement.
- 1.2 All references to charging on a Time and Materials basis throughout each Supplement shall mean that the Charges are calculated on the basis of the Man Day Rate set out in the Supplement applied to Chargeable Time consumed each month in the delivery of the relevant Services, as tracked through Amadeus' tools and identified in the applicable invoicing report:.

2. INVOICING AND PAYMENT

- 2.1 Amadeus shall submit an invoice to Customer for Charges due in accordance with the relevant Supplement. Amadeus may add to or subtract from an invoice a balancing payment to take account of any errors or inaccuracies in any previous invoice(s).
- 2.2 Invoices are payable by Customer:
- 2.2.1 by making payment to Amadeus, or any entity designated by Amadeus, automatically through the IATA Clearing House and in accordance with the IATA Clearing House Regulations, if Customer is or as soon as Customer becomes a member of the IATA Clearing House; and
- 2.2.2 in all other cases, payment shall be due by electronic funds transfer within thirty (30) days (unless otherwise provided in the Supplement) of Customer's receipt of the Amadeus invoice using the bank details below (or such other details as Amadeus may provide from time to time).

Current account (EUR):
 BANKINTER (MADRID)
 Paseo Castellana 29, 28046 Madrid, Spain
 FAVOUR: AMADEUS IT Group S.A.
 ACC. NUM: 0128-0899-76-0501933001
 SWIFT: BKBKESMM

- 2.3 If Customer shall fail to pay sums due on the due date, Customer shall pay on the amount remaining due an annual interest rate of a three (3) months EURO LIBOR rate plus three (3) per cent, compounded monthly, subject to any contrary provisions in the IATA Clearing House rules (if the IATA Clearing House is used for settlement of payments).
- 2.4 Customer acknowledges and agrees that Amadeus shall be able to transfer its right to receive payments due from Customer under each Supplement to certain financial entities, at any time during the Term. This factoring arrangement, if activated, will not affect in any manner the customary payment process or the commercial relationship between Customer and Amadeus as, in the event of such transfer, Amadeus will act as collecting agent (through IATA Clearing House) for such financial entities for all payments receivable under the relevant Supplement.



amadeus

3. IMPLEMENTATION AND DEVELOPMENT CHARGES

- 3.1 Unless a fixed fee or alternative Charges model is agreed under any Supplement, Customer shall be charged on a Time and Materials basis for:
- 3.1.1 the performance of any Development Services including development and implementation of Gap Developments, Private Developments, interfaces (or customizations thereof) or similar new requirements relating to a Supplement; and
 - 3.1.2 the performance of any Implementation Services.

4. MAINTENANCE CHARGES

- 4.1 No maintenance fee will be charged to Customer for Gap Developments, with the exception of any Gap Developments which relate to the customisation of Amadeus' standard interfaces or any development of new interfaces required by Customer from the Amadeus Platform to Customer's downstream systems as may be described in each Supplement.
- 4.2 Amadeus shall charge Customer an annual maintenance fee in respect of the following Development Services:
- 4.2.1 Gap Developments which relate to the customisation of Amadeus' standard interfaces or any development of new interfaces required by Customer from the Amadeus Platform to Customer's downstream systems; and
 - 4.2.2 Private Developments up to the point that each is made available to the Community (if at all); and
 - 4.2.3 any agreed links implemented.

Such annual maintenance fee is eighteen per cent (18%) of the original cost of the relevant Development Service (excluding implementation efforts and travel expenses) unless otherwise specified and shall be billed to Customer annually in advance and shall only be applicable upon loading of the Development into the Production Environment. Amadeus shall quote applicable Charges for non-standard interface maintenance, if the same are requested by Customer.

5. PASS THROUGH COSTS

Unless an alternative Charges model is agreed under the relevant Supplement, Customer shall be charged Amadeus Pass-Through Costs on the following basis:

$$C \times [1.10]$$

where C = the amount of Charges which the relevant Customer contractor or supplier is entitled to charge to Amadeus for goods or services provided in connection with the relevant Supplement.

6. OTHER CHARGES

- 6.1 Each Supplement shall set out Supplement specific Charges in addition, such as one-off or ongoing Charges (whether transaction based or otherwise), in respect of the provision of the Services contracted for under the relevant Supplement.
- 6.2 Termination Assistance Services shall be charged for on a Time and Materials basis.
- 6.3 The following travel costs apply unless otherwise agreed in each Supplement:
- 6.3.1 Where Amadeus Personnel are required to travel, and such travel is required

amadeus

in order to perform the relevant Supplement, the related travel time will be Chargeable Time in the following circumstances:

- (a) internally required travel between Amadeus sites shall not be chargeable;
- (b) intracontinental travel shall be billed as one quarter of one (1) Man Day for each one-way journey undertaken (i.e., a round trip will result in one half of one (1) Man Day of chargeable travel); and
- (c) intercontinental travel shall be billed as one half of one (1) Man Day for each one-way journey undertaken (i.e., a round trip will result in one (1) Man Day of chargeable travel).

6.3.2 Travel expenses including air fares, accommodation costs, taxis, car rental and other forms of surface transportation of Amadeus Personnel shall be covered by Customer in accordance with Amadeus' standard travel policy.

6.3.3 Customer shall pay Per Diems at the standard Amadeus rates advised from time to time (or in the relevant Supplement).

7. ECONOMIC CHANGE ADJUSTMENT (INFLATION)

7.1 General

7.1.1 Except for Charges specified in this Schedule 3, all Charges are quoted on the basis of the calendar year in which the relevant Supplement is executed, unless otherwise agreed by the parties therein.

7.1.2 With effect from January 1 of that year and each subsequent January 1 during the Term, Amadeus shall calculate and apply an Economic Change Adjustment to the then-current prices for the Charges based on the percentage change in the Economic Change Index in respect of the preceding twelve (12) months, as further described below (the "ECA Calculation").

7.1.3 The Economic Change Adjustment is applied to Charges specified in this Schedule 3 from the calendar year in which the first Supplement is executed.

7.1.4 The Economic Change Adjustment will be determined in accordance with the ECA Calculations as soon as practicable after the release of the Economic Change Index.

7.1.5 In no event will the Economic Change Adjustment be applied so as to cause a decrease in any of the Charges (including the [Ongoing] Charges and Charges priced on a fee rate basis). For clarity, if any ECA Calculation would result in a decrease in any of the Charges, such ECA Calculation shall not be applied to the relevant Charge and the applicable price for such Charge for the following calendar year will remain at the same level as the current calendar year.

7.1.6 For the purpose of the ECA Calculations and the evolution of the Charges during the relevant Supplement Term, the following shall apply:

- (a) each price quoted in cents, shall be rounded to the same number of decimal places as that price is described in the relevant Supplement at the Supplement Effective Date;

amadeus

- (b) prices quoted in whole numbers of Dollars, shall be rounded to the nearest whole number;
 - (c) with the result, in each case, used to calculate the applicable Charges in the following calendar year. Numbers ending with a five (5) or more in the decimal place immediately following the final applicable decimal place for rounding that price shall be rounded up; and
 - (d) for the purpose of calculating the applicable Charges in the following calendar year, the unrounded number of each price in the then current year shall be used.
- 7.1.7 Amadeus shall perform the ECA Calculations in accordance with this Section 7 and shall submit ECA and ECI values to Customer (to the address defined in the cover of the Agreement for Notices, email form is sufficient) on a yearly basis. The new ECA and ECI values shall be deemed incorporated into the Agreement.
- 7.2 Economic Change Index
- 7.2.1 As part of the ECA Calculations, Amadeus shall calculate and apply, in accordance with these Sections 7.5 to 7.6, an inflation adjustment to all of the Charges described in each Supplement (Charges) using the Economic Change Index.
- 7.2.2 The Economic Change Index shall be applied to the price of each of the Charges as follows:
- (a) for all Man Day Rates or any manpower-related charges, one hundred per cent (100%) of the Economic Change Index will be applied; and
 - (b) for all other Charges, including supplements and discounts to the Charges (excluding supplements and discounts stated as a percentage), two thirds of the Economic Change Index less a productivity factor of 1% will be applied.
- 7.2.3 Customer and Amadeus agree to use the Economic Change Index for the purpose of determining inflation. If the then-publisher of the Economic Change Index ceases to publish the Economic Change Index (or a material component thereof), Customer and Amadeus shall use commercially reasonable efforts to agree a substitute, comparable index published at least annually by a mutually acceptable source.

8. TAXES AND VAT

- 8.1 Customer will be responsible for sales, use, excise, value-added, services, custom duties, consumption and other transaction taxes and duties (Taxes), and any interest thereon, that are assessed against either Party, on the provision of the Services (including the reimbursement of expenses), any particular goods or services received by Customer from Amadeus, or the fees paid for such goods or services.
- 8.2 Charges are exclusive of VAT which shall be chargeable to Customer at the then current rate if Amadeus is subject to VAT for the supply of goods or services to Customer. If VAT is chargeable to Customer, Customer shall pay such VAT together with the respective Charges for the Services that have given rise to the obligation to

amadeus

pay VAT.

- 8.3 The parties agree to use reasonable endeavours to do everything required by the relevant VAT legislation to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in respect of any VAT paid or payable in connection with Services under each Supplement.
- 8.4 Should Customer be required under any applicable Law to withhold or deduct any portion of the payments due to Amadeus, then the sum payable to Amadeus will be increased by the amount necessary to yield to Amadeus an amount equal to the sum it would have received had no withholdings or deductions been made.

9. DISPUTED CHARGES

- 9.1 If Amadeus' invoice does not include sufficient detail and supporting documentation to enable Customer to reasonably determine whether Amadeus' Charges specified in such invoice are in accordance with the relevant Supplement, Customer shall endeavour to notify Amadeus as soon as possible but, in any event, no later than on the due date of such invoice.
- 9.2 Customer shall notify Amadeus of the extent to which it disputes in good faith any of the Charges paid by Customer and of the reason for such Dispute. The parties shall meet to resolve such Dispute in good faith, escalating the Dispute where appropriate in accordance with Clause 17 (Disputes) of the General Terms.
- 9.3 Customer may not withhold payments invoiced to Customer while any dispute is being resolved.

10. RECORDS AND AUDIT REPORTS

- 10.1 Amadeus shall maintain complete and accurate records (in accordance with standard Spanish accounting practices) of all Charges invoiced to Customer under each Supplement and maintain such records for a period of at least three (3) years (or any other longer period as required by Law) from the period to which such records relate.

AMADEUS

SCHEDULE 4 – OPERATIONAL & DELIVERY PRINCIPLES

	Amadeus Service	Limitations, Dependencies or Clarifications
SUPPORT SERVICES	End-User Help Desk Services	
	N/A	



AMADEUS

	Amadeus Service	Limitations, Dependencies or Clarifications
	<p>Field Support Services</p> <p>If the Supplement specifies (e.g. in the Service Delivery Model) that Amadeus shall provide Field Support Services, such Supplement shall specify the applicable field services to be provided by or on behalf of Amadeus on-site at the Airport in support of one or more Operational and Delivery Services. These services generally relate to the provision of trouble-shooting, maintenance and/or installation, as may be specified in the Service Delivery Model.</p> <p>Whilst on-site at the Airport, Amadeus Personnel and Third Party providers engaged to provide Field Support Services shall:</p> <p>comply with the Airport's published rules and regulations regarding personal and professional conduct generally applicable to Personnel at such sites, including, where applicable, the display of suitable identification badges, to the extent that such rules and regulations are not inconsistent with this Agreement;</p> <p>comply with reasonable requests of the other party's Personnel pertaining to personal and professional conduct; and</p> <p>otherwise conduct themselves in a reasonably business like manner.</p>	<p>Unless the Supplement specifies (e.g. in the Service Delivery Model) that Amadeus shall provide Field Support Services, Customer shall provide Field Support Services twenty-four (24) hours a day every day of the week. In such event the Field Support Services shall be the sole responsibility of the Customer and Amadeus shall not be responsible for providing any Field Support Services to the Customer's end users. Customer shall advise its end users not to contact the Amadeus Help-Desk.</p> <p>The Field Support Services, in conjunction with the End User Help Desk, shall provide the minimum investigation required by the Amadeus Help-Desk before escalation to the Amadeus Help-Desk via the Amadeus notified tools (e.g. Amadeus Customer Service Point or "ACSP"). These services generally relate to the provision of trouble-shooting, maintenance and/or installation in order to resolve problems with the end users.</p> <p>Customer shall ensure suitably qualified Personnel are appointed to the Field Support Services team who shall attend any mandatory Amadeus' training and who shall act in accordance with the training received for the resolution of calls placed with the End-User Help-Desk.</p> <p>Customer shall be responsible for securing all necessary permissions and consents including passes (whether physical or electronic) to permit access to all areas of Airport as may be necessary to provide the Field Support Services.</p> <p>Customer shall provide free of charge secure storage area for spares as well as appropriate office space for the field support</p>



AMADEUS

	Amadeus Service	Limitations, Dependencies or Clarifications
	<p>Amadeus Help Desk Services</p>	<p>staff.</p>
	<p>The Amadeus Help-Desk shall provide functional and technical help-desk support services to the Customer's End User Help Desk and Field Support Services staff. Service will be provided to Customer's personnel who have attended mandatory Amadeus' training.</p> <p>A telephone number and assignee group, as well as access to ACSP, will be made available by Amadeus to the Customer Help-Desk for access to the Amadeus Help-Desk services.</p> <p>The functional and technical help desk assistance shall be provided for functional and technical problems experienced by Customer in its use of the Ongoing Services:</p> <p>during Customer operational hours as defined in the respective Supplement.</p> <p>Amadeus shall receive and retain overall responsibility and ownership of all contacts handled by its Amadeus Help-Desk until recovery of the Incident or the call is closed.</p>	<p>Dependent on the End-User Help Desk Services & Field Support Services to be provided by Customer.</p>
<p>INCIDENT & PROBLEM MANAGEMENT</p>	<p>Amadeus shall, in accordance with Amadeus' standard procedures:</p> <ul style="list-style-type: none"> receive Incident reports from the Customer Help-Desk and categorize and document the relative importance of each Incident according to the Severity Levels; 	<p>Customer shall</p> <ul style="list-style-type: none"> log all Incidents, in the designated Amadeus Incident reporting tool (currently ACSP), communicating in English. provide information and support in the process of Incident management in order to ensure timely Incident recovery



AMADEUS

Amadeus Service	Limitations, Dependencies or Clarifications
<ul style="list-style-type: none"> provide notification to Customer of critical outages and otherwise provide Customer with regular progress updates of the Incident Records; undertake an Incident review analysis of the Incident, where necessary; engage in Incident Recovery; refer an Incident, where the root cause of the Incident resides with the Customer, back to the Customer Help-Desk; monitor, control and manage all Incidents arising within the Amadeus Platform environment relating to the Ongoing Services using an automated Incident and Problem tracking system; perform proactive and reactive troubleshooting and Incident management including proactive monitoring, logging, tracking, escalation, review and reporting (historical and predictive) for all Incidents; escalate unresolved Incidents in accordance with escalation paths set out in the Customer Service Plan. give Customer access to the designated tool (currently ACSP) for reporting Incidents within the Amadeus Incident, Problem and Change Management system. <p>A User Originating Problem shall constitute a Savings Event and Amadeus shall:</p> <ul style="list-style-type: none"> have the right to immediately suspend the affected Service(s), and/or disable the relevant connection(s), 	<ul style="list-style-type: none"> and Problem resolution and closure of records following recovery and resolution. shall ensure that its Authorised Users shall ensure that their systems, applications and use of the Services shall not result in a User Originating Problem. and close returned incidents, that are recovered and/or resolved and/or invalid, with 72hrs of the incident reassignment in the designated Amadeus Incident reporting tool Ensure that Amadeus can access the Services and equipment when required by Amadeus to install or provide software updates. Failure to ensure such access shall constitute a Savings Event. <p>Both parties shall follow standard Amadeus operational procedures.</p>



AMADEUS

Amadeus Service	Limitations, Dependencies or Clarifications
<p>access or applications, content and/or systems (including to the Amadeus Platform and the Application Services and Customer, <u>Authorised Users</u> and their <u>Third Parties (PR)</u> if Amadeus reasonably determines this to mitigate be the source of the User Originating Problem, to the extent necessary to mitigate the impact of such problem; and</p> <ul style="list-style-type: none">• promptly following any decision to suspend, initiate a crisis management call with Customer to discuss and attempt to identify the source of the User Originating Problem and potential remedies.• Customer shall (and shall ensure that its Authorised Users and its and their Third Parties shall) ensure that their systems, applications and use of the Services shall not result in a User Originating Problem.	



AMADEUS

	Amadeus Service	Limitations, Dependencies or Clarifications
<p>CAPACITY MANAGEMENT</p>	<p>Amadeus shall:</p> <ul style="list-style-type: none"> • monitor system utilization, capacity limits and expected capacity needs of the Amadeus Platform; • review Amadeus' capacity requirements to ensure sufficient capacity is available to deliver the Application Services in accordance with the performance standards of the Supplement; and • analyze Customer capacity requirements and quantify the impact on the capacity of the Amadeus environment to deliver the Application Services. 	<p>Customer and Amadeus shall exchange capacity forecasts periodically as required to enable Amadeus to plan and manage the capacity requirements for the delivery of the Application Services to Customer.</p> <ul style="list-style-type: none"> • Planned or proposed changes to: • the usage of the Application Services and any associated applications and data feeds by the Customer; and/or • the delivery of the Application Services and associated interfaces and data feeds by Amadeus, <p>shall be communicated to the other party in order to facilitate the planning for future capacity changes in the other party's operating environments and systems.</p> <p>Customer shall inform Amadeus in advance of any plans, projects or events that Customer is aware of which may impact significantly the future capacity requirements for Customer.</p> <p>Customer shall give Amadeus:</p> <ul style="list-style-type: none"> • reasonable (and in any event not less than seven (7) Working Days') advance written notice of any Customer campaigns, activities or other planned circumstances which will or may have a temporary impact on the Services or lead to an increase of at least 50% over and above Customer's peak monthly utilisation over the previous six (6) months in the utilisation of the Amadeus Platform; and • not less than six (6) months' advance written notice of any Customer activities which will or may result in a permanent impact on the Services or lead to an increase of at least



AMADEUS

	Amadeus Service	Limitations, Dependencies or Clarifications
		<p>50% over and above Customer's peak monthly utilisation over the previous six (6) months in the utilisation of the Amadeus Platform (including mergers and/or acquisitions).</p> <p>Amadeus may charge the Customer for the costs it incurs in preparing for the likely increase in utilisation notified to it by the Customer. However, for the avoidance of doubt, Customer acknowledges that regardless of whether Customer has provided Amadeus with reasonable advance written notice of such campaigns, activities or other circumstances, if such campaigns, activities or other circumstances result in an increase of at least 50% over and above Customer's peak monthly utilisation over the previous six (6) months in the utilisation of the Amadeus Platform, Amadeus may not be able to prevent such campaigns, activities or other circumstances having an impact on the Services, and such circumstances shall give rise to a Savings Event (in which case the provisions of Clause 5 (Savings Clause) of the General Terms shall apply) or Amadeus may limit or suspend usage of the Services to the extent required to safeguard operation of the Amadeus Platform.</p>



AMADEUS

Amadeus Service		Limitations, Dependencies or Clarifications
IT SERVICE CONTINUITY	<p>Amadeus shall provide prime site recovery services at the Amadeus Data Centre.</p> <p>Amadeus shall perform prime site back-up and recovery procedures on the Amadeus Platform to support continuity of the Application Services. This will include processes to reduce disruption to the Application Services and preventative measures and recovery controls to sustain Amadeus operations and recover the Application Services.</p> <p>Subject to the provisions of Clauses 5 (Savings Clause) and 11 (Force Majeure) of the General Terms, these prime site recovery services will be performed when there is, for example, an unexpected significant increase in resource demand, a processor fails or any such similar event which disrupts the delivery of Application Services. In such circumstances, Amadeus will undertake one or several actions comprising, for example, use of fallback hardware or processor, automatic failover or restore and load balancing and/or re-routing of network, subject to availability of capacity and resources within the Amadeus Data Center.</p>	
APPLICATION MAINTENANCE AND SUPPORT	<p>Amadeus shall:</p> <ul style="list-style-type: none"> perform preventive maintenance of the systems and applications underlying the Amadeus Platform, including performing application tuning, code restructuring and other initiatives aimed at improving the operational efficiency and reliability of programs and minimising ongoing maintenance requirements; analyse the nature and cause of faults and perform fault 	<ul style="list-style-type: none"> Customer shall at all times remain responsible for maintaining the integration of its systems, business processes and equipment with the Ongoing Services after Cutover. Ongoing Services in accordance with the timetable applicable to the Community and/or notified to it by Amadeus. A failure of Customer to install and/or use an update,



AMADEUS

	Amadeus Service	Limitations, Dependencies or Clarifications
	<p>reproduction as appropriate;</p> <ul style="list-style-type: none"> recover Incidents that do not require code changes as well as recover and resolve Problems requiring code changes and design, write, program, test, distribute, install, implement and document code changes and fix all Incidents according to the Severity Levels.; recover Incidents associated with database(s) and, if applicable, Amadeus Platform or Application Services software; maintain documentation and manage metadata, including a current inventory of systems, system properties, code libraries, data definitions, data model and system documentation relating to the Amadeus Platform and the Application Services; and Amadeus give Customer reasonable (and in any event not less than three (3) months') notice and documentation of any updates, upgrades or modules to be implemented. 	<p>upgrade or module provided by Amadeus in accordance with these provisions and which impacts on the ability of Amadeus to perform any part of the Services, meet the applicable performance standards or comply with any of its obligations under the Supplement, shall result in a Savings Event.</p> <ul style="list-style-type: none"> Further, in such circumstances, Customer acknowledges that Amadeus shall not be required to provide any Ongoing Services to the extent that these depend on unsupported releases or versions of the software or equipment or unavailable upgrades. If additional Charges apply in connection with such updates, upgrades or replacements, such Charges will be payable to Amadeus by Customer and Customer will be required to update, upgrade and replace the software or equipment at Customer's cost within the reasonable timeframe and process instructed by Amadeus.
<p>PLATFORM MANAGEMENT</p>	<p>The Supplement shall define the environments (e.g. Production Environment, one or other or all Testing Environments, Training Environment etc) which shall be available to support the Services under the Supplement,</p> <p>Production Environment</p> <p>Amadeus shall perform the following Services to support the operation of the Production Environment:</p> <ul style="list-style-type: none"> manage the Production Environment and perform system 	



AMADEUS

Amadeus Service	Limitations, Dependencies or Clarifications
<p>maintenance activities such as system tuning, updates to system and application software, system upgrades and configuration design changes for all platforms associated with the Amadeus Platform;</p> <ul style="list-style-type: none"> • monitor the performance of on-line interactive traffic and take appropriate action to resolve system-related Incidents including escalating, where appropriate, Incidents to the appropriate support group; • monitor the transmission of files between Amadeus and Customer, and Amadeus and any third party recipient as required to deliver the Application Services; • manage, maintain, perform, monitor and control on-line and batch data feeds to ensure completion of processing within the agreed time periods; • perform all production control and scheduling functions including responding to requests from Customer for priority job execution and promptly notifying Customer if priority requests will affect the timely completion of other tasks or have an impact on the provision of the Application Services; • manage physical and logical databases, including database maintenance and administration to ensure the integrity of the databases which support the Amadeus Platform; • support regular and necessary backup and recovery activities; • provide storage management and ensure sufficient 	



AMADEUS

Amadeus Service		Limitations, Dependencies or Clarifications
	<p>storage capacity to support the Amadeus Platform; and</p> <ul style="list-style-type: none"> perform periodic and emergency systems maintenance in order to deliver the Application Services. 	
Test Environment		
	<p>Amadeus shall perform the following Services to support the operation of the relevant Test Environment.</p> <p>The Test Environment may include connectivity to agreed Third Party systems. Customer shall be given access to one or more specific test instances to enable Customer's internal testing activities (which shall be carried out independently of the Production Environment), as follows:</p>	<p>Customer shall follow user instructions notified by Amadeus from time to time in support of use of the Test Environment. Without limiting the foregoing, Customer may not use the Test Environment to carry out more than two (2) Transactions per second.</p> <p>Additional test services, as well as the related charges, will be agreed by the parties in accordance with the Change Control Procedure.</p> <p>Amadeus reserves the right to modify the Test Environment described above at its discretion, without material loss of functionality.</p>
	<p>(a) The Post-Implementation Test Environment for post Cutover testing of Customer's business processes and Amadeus product evolution. This environment contains a copy of the current production software and functional test software together with a copy of all databases existing at the point of creation. It is scheduled to be available for use twenty-four (24) hours per day during each day in the calendar year excluding the time required to perform specific database activities and planned maintenance activities.</p>	
	<p>(b) The User Acceptance Test Environment (available for the duration of the Implementation Project) contains a copy of the production software and is supplemented with any future releases of the relevant software. This environment is used for user acceptance and functional</p>	



AMADEUS

Amadeus Service		Limitations, Dependencies or Clarifications
Amadeus Service	<p>testing when in project mode. It is scheduled to be available for use twenty-four (24) hours per day during each day in the calendar year excluding the time required to perform specific database activities and planned maintenance activities.</p> <p>(c) The Migration Test Environment to validate the migration phases for rehearsal of Cutover activities and on an ad hoc basis for migration testing. Access to this environment is available only for the duration of the Implementation Project and will be available for specific activities and at the times agreed by the parties as part of the Implementation Plan.</p>	
Training Environment		
Training Environment	<p>contains a copy of the databases existing at the point of creation.</p> <p>Customer shall be given access to the Training Environment as reasonably required to enable Customer's internal training activities to be carried out independently of the Production Environment. Access shall be subject to any use rights and restrictions set out in the Agreement.</p>	<p>The Training Environment shall not include connectivity to Third Party Systems. Customer may request connectivity to their downstream systems. Such additional connectivity, as well as related charges, will be agreed by the parties in accordance with the Change Control Procedure.</p> <p>Amadeus reserves the right to modify the Training Environment at its discretion without material loss of functionality.</p> <p>Customer shall follow user instructions notified by Amadeus from time to time in support of use of the Training Environment.</p>
Point of Demarcation		
Point of Demarcation	Amadeus and Customer shall interconnect their networks at the Point of Demarcation which shall be the Amadeus Data Centre	
NETWORK SERVICES		



AMADEUS

	Amadeus Service	Limitations, Dependencies or Clarifications
	<p>unless otherwise set out in the Service Delivery Model for the Application Services (attached to the Supplement). Amadeus shall provide the Application Services running on the Amadeus Platform to such Point of Demarcation.</p> <p>General Provisions relating to Network Services</p> <p>Amadeus is only responsible under the Supplements of this Agreement (whether arising out of breach of contract, warranty, negligence, strict liability in tort or otherwise) for Ongoing Services in relation to the Amadeus Network Services selected in the Service Delivery Model of the Supplement,</p> <ul style="list-style-type: none"> The default Amadeus Network Services applicable, where required, are Amadeus Airport Link Internet unless otherwise specified in the Supplement. 	<ul style="list-style-type: none"> For Airport Link Internet VPN the Amadeus Network Services do not include any www Internet traffic (e.g. Customer website) or email traffic. Other non-Amadeus Platform traffic (e.g. reservations traffic) is considered as optional and will be priced separately if included in a Supplement. The Customer is required to continue contracting separately with their chosen local supplier for the Airport LAN services. Amadeus shall not be liable for any service and/or product provided to Customer by a Third Party.
	<p>Amadeus Airport Link Internet VPN</p> <p>Airport Link Internet VPN is a half managed service. Unless otherwise specified in the Service Delivery Model for the Application Services under the Supplement, Amadeus shall implement the following services which enable the public internet for connectivity to the Airport. Using the internet, it is possible to establish a Peer to Peer connection using a Virtual Private Network (VPN). This will connect the Airport to the Amadeus network in the designated Amadeus Data Centre, where access to subscribed applications will be given. This means that the Customer may set up the required</p>	<p>The management of the connection is shared between Amadeus and the Customer as each party is responsible for their own side of the connection.</p> <p>Amadeus and Customer shall jointly deploy an IPSec VPN connection between the Amadeus Data Centre and the Airport. The connection will carry the traffic relating to the Application Service from the Customer Premises Equipment (CPE) located in the Airport Core Room over the public internet to the Amadeus Data Centre.</p> <p>Airport Link Internet VPN depends on the Customer providing</p>



AMADEUS

	Amadeus Service	Limitations, Dependencies or Clarifications
	<p>number of IP addresses on a local LAN and via its chosen hardware device create his virtual network (VPN) over the public internet. The VPN uses the IPsec protocol which provides the necessary encryption to secure the data being exchanged between each peer and is commonly known as IPsec VPN Tunnel.</p> <p>It is secured via IPsec VPN Tunnel or other security protocol.</p> <p>Amadeus shall be responsible for the following:</p> <ul style="list-style-type: none"> • providing standard workflow documents to assess the suitability of the Airport to receive Airport Link Internet VPN. • providing standardised workflow management methods to guide the Customer during the implementation process/es. • providing an indication of the bandwidth requirements based on the questionnaire answers. The questionnaire forms part of the standardised workflow management. • managing Amadeus' own IPsec VPN Tunnel configuration, VPN Peer, Internet Connection at the Amadeus Datacenter. • it is expected that the Airport(s) will use public IP addresses, but in the event that there is a preference to use addresses from the private IP range, Amadeus will advise on any collisions with the existing range on the Amadeus network. • In the event that there is a disruption in service delivery to the VPN Peer in the Amadeus Data Center, Amadeus 	<p>their own internet services with their chosen Internet Service Provider (ISP).</p> <p>Customer will arrange the service level of their choice with the customer ISP.</p> <p>Amadeus recommend that the Customer should engage the appropriate level of internet service support model with their chosen ISP.</p> <p>The Customer may choose its own network interface device, router, firewall, server or gateway but it must be compatible with the IPsec protocol and with the security parameters requirement from Amadeus.</p> <p>Customer shall be responsible for:</p> <ul style="list-style-type: none"> • assistance with Airport Authority in granting Amadeus network access to Airport Core Rooms. • testing the Airport Link Internet VPN connection. • contracts with local supplier for the Airport LAN services. • provide sufficient information to allow Amadeus to implement Airport Link Internet VPN • providing sufficient information in problem reports from its 1st Level Help-Desk to Amadeus Second Level Help-Desk to allow Amadeus to trouble-shoot Incidents. <p>Out of Scope</p> <p>Customer will be required to continue contracting separately with their chosen local supplier for the Airport and local LAN services. Amadeus will not directly support any issues arising from communication failure between the Airport and the VPN</p>



AMADEUS

	Amadeus Service	Limitations, Dependencies or Clarifications
	<p>will assist by eliminating the possibility of any interruption in service created from the VPN Peer in the Amadeus Data Center to the Amadeus network, but will not assume any responsibility for the Airport/s chosen ISP service.</p> <ul style="list-style-type: none"> Amadeus shall share customer the initial configuration of an IPSec VPN Tunnel at Amadeus. The IP network will be sized by the Customer and its ISP to carry the prescribed Application Service traffic between the Airport and the Terminating PoP at the Amadeus Data Centre. Amadeus will enable Amadeus Network Services from VPN Peer in designated Amadeus Data Centre to the Amadeus Network in designated Amadeus Data Centre. The ISP, Airport LAN, and the terminals are out-of-scope for this service. <p>Each Airport should be connected using an appropriately sized communications link.</p> <p>Amadeus will provide decision making support, but the Customer shall be responsible for contracting with their chosen ISP.</p> <p>If Airport Link Internet VPN is introduced through the Change Control Procedure the following applies:</p> <ul style="list-style-type: none"> As soon as reasonably practicable after the Effective Date of the Contract Change by which the Airport Link Internet VPN have been introduced to the Agreement, Amadeus and Customer shall hold a meeting/conference call to discuss and agree the scope, timeline, and the manner in 	<p>Peer in the Amadeus Data Centre.</p> <p>Traffic from internet traffic (e.g. Customer website) with email traffic is excluded from the scope of Airport Link Internet VPN, unless otherwise agreed by the parties.</p>



AMADEUS

	Amadeus Service	Limitations, Dependencies or Clarifications
	<p>which the Airport Link Internet VPN will be implemented</p> <ul style="list-style-type: none"> Customer understands and agrees that completion of the implementation in a timely manner is contingent upon Customer's full and timely co-operation in fulfilling service dependencies set out in this Schedule 11. Amadeus may adjust any estimated dates for completion of the implementation equitably to account for any delays caused by Customer 	
	<p>Amadeus Airport Link Internet VPN Plus</p> <p>Airport Link Internet VPN Plus is a managed service. Unless otherwise specified in the Service Delivery Model for the Application Services under the Supplement, Amadeus shall implement the following services which enable the public internet for connectivity to the Airport. Using the internet, it is possible to establish a Peer to Peer connection using a Virtual Private Network (VPN). This will connect the Airport to the Amadeus network in Amadeus Data Centre, where access to subscribed applications will be given.</p> <p>This means that the Customer may set up the required number of IP addresses on a local LAN. Amadeus will create a virtual network (VPN) over the public internet. The VPN uses the IPsec protocol which provides the necessary encryption to secure the data being exchanged between each peer and is commonly known as IPsec VPN Tunnel.</p> <p>It is secured via IPsec VPN Tunnel or other security protocol.</p>	<p>The management of the connection is provided by Amadeus. Amadeus shall deploy an IPsec VPN Plus connection between the Amadeus Data Centre and the Customer. The connection will carry the traffic relating to the Application Service from the Customer Premises Equipment (CPE) located in the Airport Core Room over the public internet to the Amadeus Data Centre.</p> <p>Airport Link Internet VPN Plus depends on the Customer providing their own internet services with their chosen Internet Service Provider (ISP).</p> <p>Customer will arrange the service level of their choice with the customer ISP.</p> <p>Amadeus recommend that the Customer should engage the appropriate level of internet service support model with their chosen ISP.</p> <p>Customer shall be responsible for:</p>



AMADEUS

Amadeus Service	Limitations, Dependencies or Clarifications
<p>Amadeus shall be responsible for the following:</p> <ul style="list-style-type: none"> providing standard workflow documents to assess the suitability of the Airport to receive Airport Link Internet VPN Plus providing standardised workflow management methods to guide the Customer during the implementation process/es. providing an indication of the bandwidth requirements based on the questionnaire answers. The questionnaire forms part of the standardised workflow management. managing Amadeus' own IPsec VPN Tunnel configuration, VPN Peer, Internet Connection at the Amadeus Data Center. managing customers IPsec VPN Tunnel configuration, VPN Peer, Internet Connection at the Customers premises It is expected that the Airport(s) will use public IP addresses, but in the event that there is a preference to use addresses from the private IP range, Amadeus will advise on any collisions with the existing range on the Amadeus network. In the event that there is a disruption in service delivery between the Airport and the VPN Peer in the Amadeus Data Center, Amadeus will assist by eliminating the possibility of any interruption in service created from the 	<p>assistance with Airport Authority in granting Amadeus network access to Airport Core Rooms.</p> <p>testing the Airport Link Internet VPN Plus connection.</p> <p>contracts with local supplier for the Airport LAN services.</p> <p>provide sufficient information to allow Amadeus to implement Airport Link Internet VPN Plus.</p> <p>providing sufficient information in problem reports from its 1st Level Help-Desk to Amadeus Second Level Help-Desk to allow Amadeus to trouble-shoot incidents.</p> <p>Out of Scope</p> <p>Customer will be required to continue contracting separately with their chosen local supplier for the Airport and local LAN services. Amadeus will not directly support any issues arising from communication failure between the Airport and the VPN Peer in the Amadeus Data Centre.</p> <p>Traffic from internet traffic (e.g. Customer website) with email traffic is excluded from the scope of Airport Link Internet VPN Plus, unless otherwise agreed by the parties.</p>



AMADEUS

	Amadeus Service	Limitations, Dependencies or Clarifications
	<p>VPN router at the customers premises to the router in the Amadeus Data Center. Amadeus will not assume any responsibility for the Airport/s chosen ISP service.</p> <ul style="list-style-type: none"> Amadeus shall configure the IPsec VPN Tunnel between the Customer's premises and Amadeus. The IP network will be sized by the Customer and its ISP to carry the prescribed Application Service traffic between the Airport and the Terminating PoP at the Amadeus Data Centre. <p>Amadeus will enable Amadeus Network Services from the router at Customer's premises to the router in Amadeus Data Centre to the Amadeus Network in Amadeus Data Centre. The ISP, Airport LAN, and the terminals are out-of-scope for this service.</p> <p>Each Airport should be connected using an appropriately sized communications link.</p> <p>Amadeus will provide decision making support, but the Customer shall be responsible for contracting with their chosen ISP.</p> <p>If Airport Link Internet VPN Plus is introduced through the Change Control Procedure the following applies:</p> <ul style="list-style-type: none"> As soon as reasonably practicable after the Effective Date of the Contract Change by which the Airport Link Internet VPN Plus have been introduced to the Agreement, Amadeus and Customer shall hold a meeting/conference call to discuss and agree the scope, timeline, and the manner in which the Airport 	

SECRET



CONFIDENTIAL

AMADEUS

Amadeus Service		Limitations, Dependencies or Clarifications
	<p>Link Internet VPN Plus will be implemented</p> <p>Customer understands and agrees that completion of the implementation in a timely manner is contingent upon Customer's full and timely co-operation in fulfilling service dependencies. Amadeus may adjust any estimated dates for completion of the implementation equitably to account for any delays caused by Customer.</p>	
	<p>Obligations with regards to the network devices in case of Amadeus Airport Link Internet VPN Plus Connection</p> <ul style="list-style-type: none"> To enable the IPsec VPN Plus service, Amadeus will provide two (2) pre-configured VPN network devices (the "Amadeus network devices"). These devices will be installed within the Customer's core room/data centre to enable connectivity to Amadeus. These network devices will be pre-configured for BGP routing to enable Amadeus to remotely support and manage the end-to-end connectivity between Customer and Amadeus. During the period of provision of Amadeus Airport Link Internet VPN Plus Services Amadeus network devices shall at all times remain the property of Amadeus, and the Customer shall have no right, title or interest in or to Amadeus network devices. Upon termination of the Amadeus Airport Internet VPN Plus Service or at any point, if Amadeus determines in its absolute discretion that Amadeus network devices are no longer required in connection with the provision by Amadeus and receipt by 	<p>During the period of provision of Amadeus Airport Link Internet VPN Plus Services Customer shall be responsible for:</p> <p>Provision of secure hosting facilities for the two (2) VPN network devices, including dual power supply and LAN port connectivity to the local network.</p> <p>ensuring that the Amadeus network devices are always kept in optimum operating condition (except only for fair wear and tear), are not altered or modified in any way without Amadeus' prior and specific written consent;</p> <p>bearing the risk of any loss, theft, damage or destruction of the Amadeus network devices (except fair wear and tear), however caused from delivery (including during off-loading);</p> <p>not doing anything that will interfere with Amadeus' ownership interest in Amadeus network devices, including without limitation, not selling, underletting or lending them nor allowing the creation of any mortgage, charge, lien or other security interest in respect of it, not using the Amadeus network devices at any location other than at the Location</p>



amadeus

	Amadeus Service	Limitations, Dependencies or Clarifications
	<p>Customer of Amadeus Network Services:</p> <ul style="list-style-type: none"> Amadeus will remove or request Customer to remove and return Amadeus network devices back to Amadeus; or Amadeus will request and Customer shall decommission and destroy Amadeus network devices within fifteen (15) days and shall, within those fifteen (15) days, send to Amadeus a certificate signed by an authorized representative of Customer certifying that Amadeus network devices have been destroyed and provide photographic evidence thereof. Amadeus will remotely de-configure Amadeus network devices. 	<p>unless otherwise agreed in writing by Amadeus in advance, and not removing or defacing any notices of ownership of Amadeus or any other party on any Amadeus network devices; notifying Amadeus promptly of all material matters relating to the Amadeus network devices including if they are lost, stolen, damaged or confiscated; taking such steps (including compliance with all safety and usage instructions provided by Amadeus) as may be necessary to ensure, so far as is reasonably practicable, that the Amadeus network devices are at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work; permitting Amadeus or its duly authorised representative to inspect the Amadeus network devices at all reasonable times and for such purpose to enter upon the Location or any premises at which Amadeus network devices may be located, and shall grant reasonable access and facilities for such inspection; not using or allowing the Amadeus network devices to be used for any unlawful purpose.</p>



AMADEUS

	Amadeus Service	Limitations, Dependencies or Clarifications
	<p>Network Security with regards to the Amadeus network devices</p> <p>The Parties' responsibilities in connection with the Network Services are set out in the respective Supplement and by providing Amadeus network devices to Customer, the Parties do not intend to amend or increase Amadeus' network responsibilities and liabilities. Except for any implied warranties, conditions or terms that cannot be excluded by law, all warranties, conditions and other terms implied by statute or common law are excluded from this Agreement, including implied warranties of merchantability, satisfactory quality or fitness for a particular purpose, non-infringement, accuracy, availability, or that Amadeus network devices will be error or bug-free or will operate without interruption.</p> <p>Amadeus shall not have any liability under or be deemed to be in breach of the Agreement if it is prevented from or delayed in complying with its obligations as a result of an event of Cyber Crime. "Cyber Crime" means any crime that involves a computer, a network, or the internet, including computer-related extortion, fraud and forgery, and unauthorised access to or interference with data, identity theft, software and media piracy, web-site vandalism, release of Viruses and worms, (distributed) denial of service attacks, invasion of privacy, cyber-spying and illegal hacking.</p> <p>Customer shall take all precautions necessary to prevent any Abuse of Amadeus network devices. "Abuse" includes (i) improper access to the Amadeus network devices; and (ii) any use of Amadeus network devices which causes or is reasonably likely to cause technical problems, damage, degradation or interruption or which in any way negatively impacts the performance of services provided by Amadeus under the Agreement and the Supplement(s).</p> <p>A breach by Customer of any of its obligations pursuant to the above paragraph shall be considered a material breach of the Agreement by the Customer, and Amadeus shall, notwithstanding any other remedy as set forth in the Agreement or under applicable Law, have the right to deny Customer access to Amadeus network devices immediately, without notice and without any liability whatsoever under or in connection with the Agreement or any Supplement to Customer.</p> <p>Each party shall at all times utilize good industry practices in the information technology industry with respect to comparable services and performance standards to prevent the introduction of viruses into Amadeus network devices. If a party breaches the foregoing obligation and a Virus is found to have been introduced by that party (or its third party) as a result of such breach, then such party shall (at its own cost) provide reasonable assistance to the other party to mitigate the effects of such virus and reimburse such other party for any effort of that party, arising in any eradication and repairs to the damaged applications and systems as a result of the introduction of any Virus.</p>	



AMADEUS

Amadeus Service		Limitations, Dependencies or Clarifications
<p>Other Network Service</p> <p>In the event that Customer requires network connectivity to another location and/or other solution than Amadeus Airport Link Internet VPN, and to the extent that Amadeus can reasonably provide such additional services, Amadeus shall provide a technical and commercial proposal for such additional services, and if accepted, such additional services shall be documented in a separate agreement to be entered into by the parties.</p>	<p>Customer shall</p> <ul style="list-style-type: none"> • support and perform all Customer actions, tasks and dependencies to implement the network connectivity. • provide Amadeus with a list of network devices, traffic volumes, locations and other such information necessary for the provision of the Services and will ensure the currency of the information. • Ensure its network devices, including terminals and peripherals, will use Customer public IP addresses or, if Customer prefers to use private IP addresses, an address range previously agreed between Customer and Amadeus to interface the Customer's network with the Amadeus Network at the Point of Presence. • procure and manage any interconnection necessary between Customer multiple sites to connect to the Amadeus Network infrastructure at the Point of Presence; • provide network connectivity to Authorised Users and related Third Parties as necessary. 	<p>Customer shall be responsible for preparing the site with all electrical, data, environmental and safety facilities and to secure all necessary permissions and consents are released.</p>
<p>SITE INFRASTRUCTURE SERVICES</p>	<p>The parties shall specify in the Supplement if any applicable IT infrastructure to be implemented by or on behalf of Amadeus. No title in such infrastructure shall vest in or be assigned to Customer unless otherwise expressly agreed. Amadeus reserves the right to replace any item of</p>	



AMADEUS

		Amadeus Service	Limitations, Dependencies or Clarifications
		<p>infrastructure in accordance with standard procedures.</p> <p>The Supplement shall specify which if any of the Ongoing Services shall apply to the Site Services.</p>	
THIRD PARTY SUPPLIER MANAGEMENT COOPERATION WITH THIRD PARTIES		<p>Amadeus shall offer reasonable co-operation, assistance and information to the Customer's Third Parties:</p> <ul style="list-style-type: none"> • providing services to Customer that depend on performance by Amadeus of the Ongoing Services; or • performing Customer obligations or dependencies under this Agreement on behalf of Customer, <p>to the extent necessary to enable their provision of such services or performance of such obligations. This assistance shall be chargeable to Customer on a Time and Materials basis.</p> <p>Customer shall ensure (at its own cost) that the Customer Third Parties are open and co-operative and provide reasonable assistance to Amadeus and Amadeus' Affiliates, subcontractors and Amadeus Third Parties in connection with this Agreement. This assistance shall include explaining the manner in which the Customer Third Parties provide services to Customer as is reasonably necessary for Amadeus to provide the Services to Customer. Where the Customer Third Parties may be disclosing commercially sensitive information, such Customer Third Parties may require that Amadeus enters into a non-disclosure agreement with such Customer Third Party on reasonable terms prior to disclosing such information to Amadeus. For the avoidance of doubt, Customer retains responsibility for any incumbent provider of</p>	<p>At Amadeus' request, Customer shall ensure that its Third Party enters into an Amadeus standard non-disclosure agreement prior to disclosing such information to such Customer Third Party. If any Customer Third Party does not agree to enter into such a non-disclosure agreement, this shall give rise to a Savings Event.</p>



AMADEUS

Amadeus Service		Limitations, Dependencies or Clarifications
TERMINATION ASSISTANCE SERVICES	<p>services similar to the Services as a Customer Third Party, and shall ensure performance from such incumbent provider in a manner that enables performance by Amadeus of its obligations under this Agreement in accordance with this Agreement (including in relation to the Implementation Services).</p> <p>Agreed Termination Assistance Services in respect of any expired or terminated Services from the end of the Initial Term or if any, the Renewal Term, for the Termination Assistance Period, if set out pursuant to the Supplement.</p>	<p>Customer agrees with Amadeus the scope and delivery plan of Termination Assistance Services, acting reasonably, before expiry or termination of the Supplement.</p>

