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**City and County of San Francisco
 Airport Commission
 P.O. Box 8097
 San Francisco, California 94128**

**Modification No. 1
 Ct No. 50354.01
 PeopleSoft Ct ID 1000033048**

THIS FIRST MODIFICATION (“Modification No. 1”) is made as of May 5, 2026, in San Francisco, California, by and between **SITA Information Networking Computing USA Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Airport Commission (the “Commission”).

Recitals

- A. The Airport Commission (“Department” or “Commission”) wishes to contract for hardware maintenance, system administration, and system monitoring for the Common Use Passenger Process Support Services at the San Francisco International Airport (the “Airport”); and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On June 4, 2024, by Resolution No. 24-0120, the Commission awarded this Agreement to the Contractor for the initial term of July 1, 2024 to June 30, 2026 in an amount not-to-exceed \$7,080,000; and
- D. City and Contractor wish to modify the Agreement through Modification No. 1 to increase the amount of the Agreement by \$9,700,546 for a new not-to-exceed amount of \$16,780,546, exercise the option to extend the contract term to June 30, 2029, update the Scope of Services, and update standard contractual language; and
- E. This Modification is consistent with an approval obtained from City’s Airport Commission under 26-0096 approved on May, 5, 2026 in the amount of \$9,700,546 for a new not-to-exceed contract amount of \$16,780,546, and to exercise the first option to extend the contract term to June 30, 2029; and
- F. This Modification is consistent with an approval obtained from the City’s Board of Supervisors under _____ approved on _____ in the amount of \$9,700,546 for a new not-to-exceed contract amount of \$16,780,546, and to exercise the first option to extend the contract term to June 30, 2029; and
- G. The Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement is 8%; and
- H. This Modification is consistent with an approval obtained on July 17, 2023 from the Civil Service Commission under PSC number DHRPSC0004208 which authorizes the award of multiple

agreements, the total value of which cannot exceed \$46,000,000 and the individual duration of which cannot exceed 175 months; and

I. The Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors.

Now, THEREFORE, the parties agree as follows:

Article 1 Preface

The following definitions shall apply to this Modification:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated June 26, 2024 between Contractor and City, as amended by the:

1.2 **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

1.3 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

1.4 **Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contractors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Appendix A, Scope of Services, Section 1.0, Background, Table 1 -Terms and Acronyms,** of the Agreement is amended to include the following:

Acronym	Full Phrase	Brief Description
PID	Passenger Information Display	An information display on AirTrain platforms providing train information.

2.2 **Appendix A, Scope of Services, Section 2.1.5, Information Display System**, is hereby replaced in its entirety as follows:

2.1.5 *Information Display System*. The Airport has an Information Display System (IDS), which is a multi-functional display system supporting all types of display requirements including interface with multiple systems (e.g., Ground Transportation, AirTrain system, Queue Management, native Airline Application). In addition to providing flight and baggage information to the traveling public, the IDS supports ADA requirements for broadcasting public messaging information to the traveling public in a visual format, visual paging, as a supplement to the audio broadcast system provided by others. This information includes public announcements, personal pages, and flight information specific to individual gate areas. The IDS has the capability of supporting commercial advertising, news broadcasts, full motion video displays, transportation information and wayfinding displays.

2.3 **Appendix A, Scope of Services, Section 3.1, Existing Application Vendors, Table 3** is hereby replaced in its entirety as follows:

Table 1 - Existing Application Vendors (as of January 2026)

Technology	Vendor
Airport Management Solution (AMS) includes Airport Operational Database (AODB) and Resource Management System (RMS)	SITA
Information Display System (IDS)	SITA
Passenger Processing System (PPS)	SITA
Common Use Self Service Kiosks (CUSS)	SITA (T1) and IER (ITB)
Brock (Baggage Message Broker)	Brock
Baggage Reconciliation System	Brock
AirTrain System (API)	Alstom
Bay Area Rapid Transit (BART) API	BART

2.4 **Appendix A, Scope of Services, Section 3.2, Hardware Installed**, is hereby replaced in its entirety as follows to read as follows:

3.2 Hardware Installed.

As technology requires, existing PPS equipment will be replaced, and new equipment will be added. PPS Support Contractor shall maintain any new or replaced PPS equipment. Location and counts of the existing devices are provided in Table 4 – Equipment Counts.

The following is a summary of existing hardware:

3.2.1 *Shared Use Check-In Counter and Gate Workstations and Peripherals* include the following:

- CUTE Workstations
 - SITA CUTE 800 G5 SFF, Intel Core I5,16GB, 512 SSD
 - HP EliteDisplay E190i LED MNT
- MSR/OCR Device
 - DESKO MSR/OCR IDenty chrom w/5-year warranty
- ATB Printers
 - Fujitsu F9870 General Purpose Printer with Tray and Stacker for boarding pass printing
- Bag Tag Printers
 - Fujitsu F9870 General Purpose Printer with Roll Stand for Bag Tag Roll
- DCP Printers
 - Okidata Microline ML320T 9 dot matrix printer
 - HP LaserJet Pro M402
- Boarding Gate Readers
 - DESKO BGR 504 Pro w/patch cord adapter
- Laser Scanner
 - Honeywell 1900G handwand w/USB connector

3.2.2 *CUSS Kiosks*

3.2.2.1 The CUSS Kiosks in ITB are based on the IER919 kiosk hardware components and installed in a set of six (6) kiosks in a custom desk design manufactured by IER. There are currently 102 CUSS kiosk units mounted in 17 desks located in the ITB. The specs on the IER919 are:

- Screen /Touchscreen
 - 17-inch flat TFT, wide angle, LCD color display
 - 1280 x 1024 pixels, 300 cd
 - Dual Touch option
 - Surface acoustic wave or PCAP option.
- Personal Computer (PC)
 - Industrial PC board with 250 GB hard drive
 - I3 processor 4GB RAM with 64bits OS (8GB extension available)
 - Windows 10 pro
 - Dual 10/100 base Tx fast Ethernet connections
 - TCP/IP protocol.
- Card Readers
 - Manual DIP hybrid ISO 3 track magnetic and smart card reader
 - IER 602 for RF contactless card reader.
- Boarding Pass Printer (GPP – General purpose printer)
 - Wide Format 2D barcode
 - Printing: 300 dpi thermal direct 1D/2D barcoded printing (i.e., Code 39, 128 PDF 417)
 - Width: 203.2 mm / 8 in
 - Length: 82.5 mm (3.24 in) (for other lengths, please contact IER)
 - Paper thickness: 80 – 120 g

- Automatic cutter
- Print speed: 50 mm/sec (2 in/sec) (Prints boarding pass in less than 2 sec)
- Paper stock - Paper low detection
- 2500 ATB size, roll stock.
- Barcode Reader
 - CCD matrix 1D/2D barcode imager
 - Omni-directional scanning
 - 2D barcodes: PDF 417, Data matrix, Aztec and QR Code
 - 1D barcodes, Code 128, Code 39, Interleaved 2 of 5, UCP/EAN, Codabar.
- Passport Scanner
 - Passport and Barcode Reader
 - Full page OCR and full-text scanner with RF option for e-passport (in Belt).
- Bag Tag Printer
 - Dual IER 400 model with cut and hold device
 - IATA CUSS standard 21 in bag tag
 - Roll stock (up to 250 mm diameter).
- Payment Module
 - EMV Chip & Pin PCI PED 3.x.
- Power Supply
 - 110/230 VAC, 50/60 Hz
 - UPS (110 or 220 VAC).

3.2.2.2 The CUSS Kiosks in T1 and T2 are provided by SITA. Eighty-four (84) kiosks are located in T1 and fifty-eight (58) kiosks are in T2. The SITA CUSS kiosk specifications are:

- On-Board CPU
- Minimum CUSS V1.4
- Windows 10 Pro Operating System
- Airline Check-in Virtualization
- Full-page E-Passport scanner
- Minimum 17" diagonal Touch Screen display
- Minimum 3-track encrypted magnetic strip reader (MSR) (The magnetic stripe reader and EMV functionality is provided in a single device.)
- Barcode Reader
- Three printers: One Boarding Pass printer and two Bag Tag Printers (Approximately 28 BTPs are Radio-Frequency Identification (RFID) BTPs.)
- USB 3.0 Ports
- Europay, MasterCard® and Visa® (EMV) for Chip & Pin Payment, and NFC payment device.
- ADA Compliant accessibility keypad with integrated audio jack
- 802.11 a/b/c/n/g Wi-Fi Connectivity
- Overhead Biometric Housing (Camera not included)

3.2.3 Information Display System.

3.2.3.1 The existing displays include SHARP Professional (P) Series monitors rated for 24x7 operation and minimum 1920x1080 resolution in 43", 46" and 55" size as well as LG Business

Solutions 88” with a minimum 3,840x1080 resolution Minimum display brightness of information displays installed shall be 700 NITS.

3.2.3.2 Existing Manufacturers are:

- SHARP Display Solutions Professional (P) Series
- Daktronics LED Displays
- LG Business Solutions

3.2.3.3 Existing Digital Device Controllers are Dell OptiPlex 3000 Micro desktop as follows:

- Intel Core Ultra 5-235T (13 TOPS NPU, 14 cores, up to 5.0GHz)
- 32 GB: 1 x 32 GB, DDR5, up to 5600 MT/s, non-ECC
- 512 GB Solid State Drive TLC
- Windows 11 IoT

3.2.4 BRS Handheld Baggage Scanners are:

- Motorola MC9200 Wireless Mobile Computer, MC92NO-G series

3.2.5 SITA Smart Path Self-Bag Drop (for both Standard and Hybrid) includes:

- CUSS V1.4, IATA compliant
- Interface with Airport CUTE/CUSS software system/platform
- CUPPS certified platform
- Onboard CPU, Windows 10 Operating System
- Passenger facing touchscreen, E-passport reader ready, paper and mobile device boarding pass reader
- Biometric face recognition equipped for future DSA ID verification system
- 3-track encrypted Magnetic Stripe Reader (MSR) payment
- Near Field Communication (NFC) payment
- Two passenger facing barcode bag tag printers
- One thermal boarding pass printer
- Remote monitoring system to track system status
- Take away bag belts and integrated luggage weight scale

Table 4 – Equipment Counts (estimated through October 2027)

PPS EQUIPMENT	ITB	T1	T2	T3	GARAGES / HOTEL/MISC	TOTAL
CUTE Workstations	475	187	123	49	0	834
CUSS Kiosks	102	84	58	48	0	292
Passport Readers (OCR/MSR/MPR)	248	145	104	48	0	545
Bag Tag Printers (BTP)	226	125	81	48	0	480
Boarding Pass Printers (ATP)	263	111	78	48	0	500

Handwand Terminal Scanners (LSR)	261	153	97	48	0	559
Handheld Bag Scanners (for BHS)	89	49	0	0	0	138
General Printers (DCP)	95	70	17	0	0	182
Boarding Gate Readers (BGR)	55	38	15	0	0	108
Biometric Exit FacePods	87	19	11	0	0	117
Self Bag Drop (Standard)	0	15	0	0	0	15
Self Bag Drop (Hybrid)	0	10	0	0	0	10
Enhanced Passenger Processing	8	0	0	0	0	8
TOTAL PPS EQUIPMENT	1909	1006	584	289	0	3788

IDS DISPLAYS	ITB	T1	T2	T3	GARAGES / HOTEL/MISC	TOTAL
Flight Info (FIDS)	246	232	96	187	84	845
Counter Info (CIDS)	227	150	57	6	0	440
Baggage Info (BIDS)	92	23	31	65	0	211
Gate Info (GIDS)	109	137	38	52	0	336
Wayfinding (WF) & Dashboard Master Clocks	10	59	34	14	0	117
Visual Paging (VP)	63	29	32	27	0	151
Curbside (Outdoor IDS)	0	18	10	7	0	35
Info Booth	11	2	1	2	0	16
LED	6	0	36	0	0	42
Ramp Info (RIDS)	28	43	4	7	0	82
Security Checkpoints (TSA info. and Xovis)	12	10	6	18	0	46
AirTrain (PIDS)	10	10	9	10	10	49
MISC. (Marketing, Lab, Maint, etc.)	6	0	0	0	0	6
TOTAL DISPLAYS	820	713	354	395	94	2376

2.5 Appendix C, Calculation of Charges, Section 1, the second and third tables regarding Direct Labor Costs Per Employee for Front Line Staff and for Supervisor Staff, are hereby replaced in the entirety to read as follows:

Front Line Staff					*Note costs per hour <u>OR</u> per month based on what will actually be paid on an employee's behalf														
Position Title	No. of Full-Time Positions	Hourly Wage (paid to employee)	Number of Paid Days Off	Health Plan Type (Select Plan Type)	Hourly Health	Monthly Health	Hourly Dental	Monthly Dental	Hourly Vision	Monthly Vision	Hourly Retirement	Monthly Retirement	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance	Monthly Disability	Other Costs/Benefits Paid to Employee (itemized)	Total Hourly Labor Cost	
1. Standard Technician	9	\$24.68	23+	EE Only	\$4.31	\$1,464.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$442.00	\$374.55	\$6.61	\$24.33	\$0.00	\$39.13	
				EE + 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
				EE + 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Senior Technician	5	\$29.25	23+	EE Only	\$4.31	\$1,464.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$442.00	\$374.55	\$6.61	\$24.33	\$0.00	\$0.00	\$34.55	
				EE + 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
				EE + 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. LBE Technician	1	\$30.74	15	EE Only	\$4.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$108.16	\$432.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.43
				EE + 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
				EE + 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Supervisor Staff					*Note costs per hour <u>OR</u> per month based on what will actually be paid on an employee's behalf														
Position Title	No. of Full-Time Positions	Hourly Wage (paid to employee)	Number of Paid Days Off	Health Plan Type (Select Plan Type)	Hourly Health	Monthly Health	Hourly Dental	Monthly Dental	Hourly Vision	Monthly Vision	Hourly Retirement	Monthly Retirement	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance	Monthly Disability	Other Costs/Benefits Paid to Employee (itemized)	Total Hourly Labor Cost	
1. Supervisor	0.5	\$54.23	30	EE Only	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				EE + 1	\$29.35	\$0.36	\$0.04	\$3.25	\$24.44	\$668.49	\$63.38	\$37.71	\$8.95	\$82.19					
				EE + 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Lead Technician Level 1	2	\$32.00	23+	EE Only	\$4.31	\$1,464.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$442.00	\$374.55	\$6.61	\$24.33	\$0.00	\$0.00	\$0.00	\$46.45
				EE + 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
				EE + 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Lead Technician Level 2	2	\$34.00	23+	EE Only	\$4.31	\$1,464.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$442.00	\$374.55	\$6.61	\$24.33	\$0.00	\$0.00	\$0.00	\$48.45
				EE + 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
				EE + 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. LBE Supervisor	1	\$34.86	18	EE Only	\$5.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$108.16	\$486.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.08
				EE + 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
				EE + 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2.6 Appendix C, Calculation of Charges, Section 2, Consumables Parts and Materials, "Estimated Annual Amount" is hereby increased to \$500,000.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 Article 1 Definitions. *The following definitions are hereby added to the Agreement in Article 1 Definitions. If the terms are currently defined in the Agreement, then the included terms below supersede and expressly replace the existing definitions:*

“Artificial Intelligence” or “Artificial Intelligence Model” means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

“Artificial Intelligence System” means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

“City Data” means that data as described in Article 15 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information. City Data does not include Contractor Data. “Contractor Data” means that anonymous or anonymized data that is created from the use of the equipment, software or services provided by Contractor under this Agreement that relates to or is the performance of Contractor-provided Software systems or Services, i.e. number of passengers processed using a passenger processing system or the number of service tickets or reports. Contractor Data does not include City Data.

“Deliverable Data” means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

“Documentation” means the technical publications relating to the use of the Licensed Software, such as reference, installation, administrative and programmer manuals, provided by Contractor to City.

“Generative Artificial Intelligence” means artificial intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the artificial intelligence’s training data.

“Personal Identifiable Information (PII)” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

“Software” or “Application” or “Software System” or “System,” whether capitalized or non-capitalized, means one or more of the proprietary computer software programs identified in Appendix A, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by City from Contractor, whether in machine-readable or printed form.

3.2 Article 2 Term of the Agreement. The term of this Agreement shall commence on July 1, 2024 and expire on June 30, 2029, unless earlier terminated as otherwise provided in this Agreement.

3.3 Article 3, Compensation, 3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediately preceding month, unless a different schedule is set out in Appendix C, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Sixteen Million Seven Hundred Eighty Thousand Five Hundred Forty Six Dollars (\$16,780,546) which includes \$500,000 for as-needed services. The breakdown of charges associated with this Agreement appears in Appendix C, “Calculation of Charges.” In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.4 Section 11.2.1, RESERVED (Compliance with Laws Requiring Access for People with Disabilities, is hereby added to the Agreement:

11.2.1 **RESERVED (Web and Mobile Content Accessibility).**

3.5 **Section 12.9 Airport Commission Cyber Security Requirements** is hereby added to the Agreement:

12.9 **Airport Commission Cyber Security Requirements.**

12.9.1 Should the Services provided under this Agreement require Contractor to access Airport information systems residing within Airport managed networks, Contractor shall use the Airport's VPN solution to access such Airport systems and is prohibited from implementing any other remote access solution without the express written permission of the Airport's Chief Information Security Officer.

12.9.2 For the purposes of this Agreement, known exploitable vulnerabilities ("KEV"), as that term is defined by the Department of Homeland Security Cybersecurity & Infrastructure Security Agency ("DHS/CISA"), and all software on the DHS/CISA Known Exploited Vulnerabilities Catalog ("KEV catalog"), shall be designated as a "high risk" or "critical" vulnerability

12.9.3 All software used with information technology that is used by Contractor in the creation or delivery of the Services provided under this Agreement shall be maintained in accordance with DHS/CISA guidelines for said software and information technology as follows:

- Critical vulnerabilities associated with internet-facing services must be remediated within eight hours of being both published in the KEV catalog and identified as applicable by Contractor to the services provided hereunder, and critical vulnerabilities in all other information technology must be remediated within three business days of being both published and identified as applicable by Contractor to the services provided hereunder.
 - High risk vulnerabilities associated with internet-facing services must be remediated within three days of being published in the KEV catalog, and high-risk vulnerabilities in all other information technology must be addressed within fourteen business days of being published.
 - For the purposes of this section, "remediation" means to "reduce the significant risk of KEVs as these terms are used by DHS/CISA in relationship to the KEV catalog. For further clarification, remediation as used in this section is broadly interpreted to include any prompt consultation with the City, determining next steps in consultation between Contractor and City, such as, and without limitation, patching, temporarily disabling a vulnerable service until a patch is created, and/or other measures.
 - Depending upon the specific circumstances relating to how the software associated with this Agreement is used, it is possible that a critical or high-risk vulnerability might not be exploitable. Should that be the case, the Contractor may provide written notice to these circumstances to meet these remediation requirements for City's review.

12.9.4 For software and services managed by the Contractor, Contractor is required to notify the Airport Chief Information Security Officer of any known or suspected software vulnerabilities that, if exploited, could adversely impact the software and services being provided under this Agreement.

12.9.5 Contractor shall comply with City's requirements for Cybersecurity Risk Assessment as outlined in the OCA Technology Purchasing Handbook (which may be found at: https://www.sf.gov/sites/default/files/2022-10/OCA%20Technology%20Purchasing%20Guidelines%20v13.1_9-30-22.pdf), and, where applicable under such handbook, provide the Airport Chief Information Security Officer with a completed City

Cyber Risk Assessment Questionnaire or SSAE 18 SOC-2 Type 2 report prior to the effective date of this Agreement and at least annually thereafter.

3.6 **Article 13 Data and Security.** *Article 13 is hereby replaced in its entirety to read as follows:*

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information. Notwithstanding the foregoing provisions of this Section 13.1.2, Contractor is licensed to use City Data to report industry statistics regarding the performance and usage of Contractor’s Software systems, provided that any such use of City Data to report industry statistics is in the aggregate, is not specific to the Airport or any person, is fully anonymized, and is in compliance with applicable federal, state and local data privacy laws and regulations . Contractor hereby grants a non-transferable, perpetual license to City to use Contractor Data for City’s internal and operational purposes only. Contractor Data is Confidential Information of Contractor and such must be held in confidence consistent with this Section 13.1.2, subject to Section 11.4 (Sunshine Ordinance) of this Agreement.

13.2 Payment Card Industry (“PCI”) Requirements. Contractors providing services and products used to process, transmit or store cardholder data and/or connect with the cardholder data environment (“CDE”), as that term is defined under the Payment Card Industry Data Security Standard (“PCI DSS”), are required to support City by ensuring services and products deployed in accordance with vendor instruction will not prevent the City from implementing controls mandated by PCI DSS requirements and are subject to the following requirements:

13.2.1 To the extent Contractor is deemed to be a Service Provider, as that term is defined by the PCI DSS, Contractor shall provide the City with a copy of a valid, compliant and executed Attestation of Compliance (“AOC”) and the associated, unredacted Report on Compliance (“ROC”) applicable to the products and /or services being provided under this Agreement prior to the effective date of this Agreement and at least annually thereafter.

13.2.2 The Contractor who processes, stores, or transmits cardholder data on behalf of City shall comply with evolving payment brand specifications and with security programs such as and without limitation Visa Cardholder Information Security Program (“CISP”) and MasterCard Site Data Protection (“SDP”) programs.

13.2.3 The Contractor who provides products and services used to process, store, or transmit payment card data shall maintain ongoing compliance with the PCI DSS and provide the City with a copy of an unredacted, valid, compliant and executed ROC and-Attestation of

Compliance (“AOC”) applicable to the products and /or services being provided under this Agreement prior to the effective date of this Agreement and at least annually thereafter.

13.2.4 To the extent Contractor utilizes any third-party services (e.g. third-party service providers) to fulfil any or all of Contractor’s compliance activities under PCI-DSS, the Contractor’s unredacted ROC shall clearly delineate all said services and provide evidence that said third-party services are themselves fully compliant with PCI-DSS-

13.2.5 As required under PCI DSS, Contractor shall document and maintain “business as usual” activities as part of their overall cyber-security strategy and make this documentation available for review by the Airport’s cyber-security team.

13.2.6 Contractor is required to keep all software under their purview properly patched in accordance with PCI requirements, vendor recommendations, and Department of Homeland Security Cybersecurity & Infrastructure Security Agency (“DHS/CISA”) guidance.

13.2.7 For the purposes of this Agreement, KEV, as that term is defined by DHS/CISA, and all software on the DHS/CISA Known Exploited Vulnerabilities Catalog (“KEV catalog”), shall be designated as a “high risk” or “critical” vulnerability, as that term is used within the most current version of PCI DSS and all relevant PCI DSS sub-requirements.

13.2.8 Unless otherwise agreed to by the City, all costs associated with Contractor efforts to establish and maintain ongoing compliance with PCI DSS are the sole responsibility of the Contractor.

13.2.9 Contractor shall not delegate, novate, or assign any of its PCI compliance obligations without the written approval of the City.

13.2.10 **Bank Accounts.** Collections that represent funds belonging to City and County of San Francisco shall be deposited, without detour to a third party’s bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.3 **Reserved (Business Associate Agreement).**

13.4 **Management of City Data.**

13.4.1 **Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is subject to prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City’s prior written consent, which may be withheld or withdrawn at City’s sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the

data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Use of Generative Artificial Intelligence in Deliverables. Contractor shall not use Generative Artificial Intelligence tools to generate deliverables that incorporate PII without City's prior written consent. Notwithstanding the foregoing, Contractor may use commercially available GenAI tools for internal productivity purposes, provided that no PII is input into such tools and the tools are not free versions but rather are properly purchased enterprise subscriptions paid for by the Contractor. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City's rights in and to the Deliverables under Article 11, "Rights in Deliverables," or the City Data confidentiality and security requirements under Article 13, "Data and Security," of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City's request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall, within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII or other event requiring notification. Contractor shall notify City of any actual or reasonably suspected exposure or misappropriation of City Data (any "Leak") without undue delay, but no more than (48) forty-eight hours after reasonably suspected. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment ("CRA") was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. The CRA shall be limited to Contractor's security controls, procedures, systems, and environments to the extent they relate directly to the services provided under this Agreement, and shall not require disclosure of information unrelated to such services. Any CRA activities and all information reviewed shall remain subject to the confidentiality obligations of the Agreement.

City shall provide Contractor with no less than thirty (30) days' prior notice of any CRA requirements, unless earlier notice is required due to exceptional circumstances.

If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.



Article 4 Effective Date

Each of the modifications set forth in this Modification shall be effective on and after the date of this Modification”.

Article 5 Legal Effect

Except as expressly modified by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

<p>CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>By: _____ Mike Nakornkhet, Airport Director</p> <p>Attest:</p> <p>By: _____ Kantrice Ogletree, Director Commission Affairs</p> <p>Resolution No: <u>26-0096</u> Adopted on: <u>May 5, 2026</u></p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>By: _____ Christopher Stuart, Deputy City Attorney</p> <p>Approved: Sailaja Kurella Director of the Office of Contract Administration, and Purchaser</p> <p>By: _____</p>	<p>CONTRACTOR SITA INFORMATION NETWORKING COMPUTING USA INC.</p> <p>Signed by:  _____ Authorized Representative</p> <p>Rishi Ramano, Regional CFO 600 Galleria Parkway SE, Suite 1000, Atlanta, GA 30339 770-850-4500</p> <p></p> <p>City Supplier Number: 0000030095</p>
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