**AMENDMENT NO. 3 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
V3IT CONSULTING, INC.
for
REMOTE MANAGED SUPPORT SERVICES
AGREEMENT NO. 125-2016AC**

The parties to this Amendment No. 3 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and V3IT CONSULTING, ING., a Delaware Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Remote Managed Support Services. The Agreement is on file in the Office of the District Clerk as Document No. 65518 dated August 18, 2016, as amended by Amendment No. 1, Document No. 73103 dated August 31, 2021, and as amended by Amendment No. 2, Document No. 74338 dated July 20, 2022. It is now proposed to extend the Agreement from January 31, 2024, to June 30, 2025, increase the Agreement amount by $342,000.00 from a total of $840,000.00 to $1,182,000.00 and to update Attachment A, Scope of Services.

The Parties Agree:

1. The **TERM OF AGREEMENT**, Section 2, is hereby extended to June 30, 2025, subject to earlier termination as provided in the Agreement.

2. Section 3.a., **MAXIMUM EXPENDITURE**, shall be amended to increase the maximum agreement amount by $342,000.00 from a total of $840,000.00 to a not to exceed total of $1,182,000.00.

3. Attachment A, **SCOPE OF SERVICES**, paragraph 6, Service to be provided, is hereby amended to add the additional scope listed below:

r. Basis Support Services:
    1) User Administration and Authorization Management.
    2) System Health Monitoring and Performance Optimization.
    3) Patching, Updates, and Upgrades Coordination.
    4) Monitoring and Troubleshooting of System Logs.

s. Integration Management:
    1) Seamless Data Flow and Integration Point Maintenance.
    2) Coordination with Integrated System Providers for Issue Resolution.
    3) Performance Optimization for Integrated Systems.

t. Backup, Recovery, and Disaster Planning:
    1) Collaboration with SAP for Data Backup and Recovery with SAP
    2) Backup Strategy Definition and Testing.
    3) Emergency Recovery Coordination.

u. Incident and Problem Management:
    1) Issue Detection, Diagnosis, and Resolution.
    2) Escalation Path for Complex Problems.
    3) Emergency Response for Critical Incidents.

v. Security and Compliance:
    1) Integration Security Ensuring Data Integrity.
    2) Compliance Monitoring in Integration Processes.

w. Change and Configuration Management:
    1) Coordinated Changes to Maintain Integration Consistency.
    2) Documentation of Changes and Configuration.

x. Technical Support and Guidance:
    1) Troubleshooting Technical Problems Across the Ecosystem.
    2) Guiding Users and Technical Teams on Integration Best Practices.

y. Cloud Application Integration:
    1) Connection and Integration Support for Cloud Applications (e.g., DWC, SAC Planning, BTP/Cloud for Customer Payment).

z. Communication and Reporting:
    1) Central Point of Contact for Communication.
    2) Integration Status Reports and Updates.
    3) Regular Performance and Incident Reports.

aa. Emergency Preparedness:
    1) Rapid-response plan for Critical Incidents.

       2) Collaboration with SAP and Integrated System Providers.

bb. User Training:
       1) Conduct Training Sessions for Effective System Usage.

cc. Performance Benchmarking and Optimization:
       1) Regular Performance Assessment and Optimization.
       2) Identification of Performance Improvement Areas.

dd. Vendor Coordination:
       1) Liaison Between SAP, Integrated System Providers, and Your Team.

ee. Data Integrity Assurance:
       1) Implement Data Validation Checks at Integration Points.

ff. Problem Escalation:
       1) Clearly Defined Problem Escalation Path for Complex Issues.

gg. Innovation Insights:
       1) Stay updated on SAP and integrated systems' updates, sharing insights on innovations that could benefit the PORT.

4.   Attachment A, **SCOPE OF SERVICES**, is hereby amended to add paragraph 9, Assumptions, as follows:

9. Assumptions

    a. InvenioLSI will continue to be the primary owners of all tasks related to the ongoing RISE functional and technical migration project until its completion.

    b. Service Provider acknowledges and supports the transition efforts led by InvenioLSI, and we will actively cooperate with them to ensure a smooth transition.

    c. During the transition period and until the project's conclusion, Service Provider will focus on providing support for BASIS and will be available to assist InvenioLSI with any information, references, or guidance related to the integrations between the SAP S/4 RISE systems. However, all project-specific RISE tasks, including the ownership of integrations, will remain the responsibility of InvenioLSI.

    d. Service Provider acknowledges that additional hours have been approved for S/4 security build as requested by the District. These hours are already allocated and confirmed, with no changes expected.

    e. Service Provider will collaborate closely with InvenioLSI and other stakeholders to ensure that the support services align with the overall project timeline and goals.

    f. Service Provider will remain prepared to extend our support as required during the project's go-live phase, with the understanding that InvenioLSI will continue to lead all RISE-specific activities at this critical stage.

5.   All other Agreement terms, covenants, and conditions shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT   **V3IT CONSULTING, INC.**

Vandana Padgaonkar

_____   _____
Elba Gomez   Vandana Padgaonkar
Vice President, Administration/CAO   President

Approved as to form and legality:
     GENERAL COUNSEL

_____
By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.