

AMENDMENT NO. 1 TO MEDIA SERVICES AGREEMENT

This Amendment No. 1 to Media Services Agreement is dated February 18, 2019 (the “**Amendment**”), and is between Orlando/Orange County Convention & Visitors Bureau, Inc., a Florida not-for-profit corporation, located at 6277 Sea Harbor Drive, Suite 400, Orlando, Florida 32821 (“**Visit Orlando**”), and Wavemaker Canada ULC, a Canadian unlimited liability corporation, located at 160 Bloor Street East Suite 500 Toronto Ontario M4W 3S7 Canada (“**Supplier**”, and together with Visit Orlando, the “**Parties**”, and each, a “**Party**”).

WHEREAS, the Parties have entered into a Media Services Agreement, dated January 1, 2018 the “**Agreement**”); and

WHEREAS, the Parties hereto desire to amend the Agreement to allow for the optional removal of ad-serving services and the inclusion of social media placement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
2. Amendments to the Agreement. As of the Effective Date (defined below), the Agreement is hereby amended or modified as follows:
 - (a) The Parties acknowledge and agree that the Visit Orlando, in its sole discretion, may elect to discontinue receiving ad-serving services through Supplier (such as those services outlined in Schedule 2, Section 1(b)). In such event, Supplier agrees that it shall no longer charge Visit Orlando any ad-serving fees, technology fees, or other associated fees.
 - (b) Sections 1(a) is deleted from Schedule 3.
 - (c) “Paid Social media” is added to Schedule 1 as Section 1(b)(viii).
 - (d) In consideration of moving “Paid social media” to in-scope media, Schedule 2 “Fees”, Part 1, paragraph 1(a) will be amended to “a monthly fee of \$14,600 subject to all applicable taxes”.
3. Date of Effectiveness; Limited Effect. This Amendment will become effective on January 1, 2019 (the “**Effective Date**”). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party.

4. Miscellaneous.

(a) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(b) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first written above.

**ORLANDO/ORANGE COUNTY
CONVENTION & VISITORS BUREAU, INC.**

WAVEMAKER CANADA, ULC.

By: 

Name: Larry Henrichs

Title: COO/CFO

By: 

Name: Patrick Renard

Title: CFO