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**Addendum 5 - SOW Reference No: 1**

**Visit Orlando Support Services**

**Mar 2019**

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|---------------------------|------------------------------------|---|
| <b>SOW Reference No:1</b> |                                    | <b>Addendum 5</b>   |
| <b>SOW date:</b>          |                                    | <b>04-Mar-2019</b>  |
| <b>Organization</b>       | <b>Birlasoft, Inc.</b>             | <b>Visit Orlando</b>  |
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| <b>Version Control</b>    | <b>Version 1.0</b>                 |   |
|                           |                                    |   |

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**1.0 Project Objective**

This is an addendum dated 4th of Mar 2019 to the Statement of Work (“SOW”) signed between Orlando/Orange County Convention & Visitors Bureau, Inc. d/b/a Visit Orlando with its principal place of business at 6277, Sea Harbor Drive, Orlando, FL 32821, USA (“Visit Orlando” or “Client”) and Birlasoft Inc, with its principal place of business at 399 Thornall Street, 8th Floor, Edison, NJ 08837, USA (“Birlasoft”) dated 16-March-2018. This addendum shall be governed (i) by the terms and conditions of the original SOW except as expressly modified in this addendum and (ii) the Master Services Agreement dates September 18, 2014 between the parties. All the sections of the signed SOW (SOW Reference No: 1 –Visit Orlando Support Services) are applicable in this addendum unless specified or modified explicitly in the addendum

The commencement of this Addendum shall be **01-Apr-2019**

**2.0 Scope of Services**

**2.1 In Scope**

The Scope of this document covers extending the Birlasoft Cold Fusion Support team till **30-Sep-2019**.

| Onsite/Offshore | Skill Set              | No of Resources |
|-----------------|------------------------|-----------------|
| Offshore        | Python and Cold Fusion | 1               |

**3.0 Duration of Services**

The duration of the services is from **01-Apr-2019 to 30-Sep-2019**. The duration of the services could be extended for any additional activity, which is not mentioned above, based on mutual understanding and agreement with Birlasoft and Visit Orlando which shall be billed separately.

**4.0 Confidentiality Clause – with provision for Orange County disclosure and “prudent release”**

The terms of this agreement should be treated by the parties as confidential. In addition, the parties each may provide to the other certain confidential information. When the providing party designates such information as confidential, or if the receiving party has a reasonable basis to believe that such information is confidential or should be treated as confidential, then the other party agrees to maintain its confidentiality by not disclosing that information and taking reasonable precautions to protect its confidentiality. Information designated confidential or reasonably implied to be confidential shall only be used in a manner consistent with the reason for its being provided to the other party.

Regardless of the designation of information as confidential as contemplated by this agreement, information exchanged by the parties shall not be deemed to be confidential when it is publically known, is received from another source who can lawfully disclose such information without a duty to maintain its confidentiality, is already known by the receiver prior to receiving such information from the other party, and/or when it is independently developed, all without breach of this agreement. Further, information shall not be deemed confidential, regardless of designation, when required to be disclosed by federal, state or local law, regulation or rule, or as a result of directive, subpoena or order issued by an authority possessing competent jurisdiction to require its disclosure. The parties may share confidential information with their affiliates, related entities and/or professionals hired to provide services to a party so long as such recipient agrees to maintain the

confidentiality of the information. Visit Orlando maintains the prerogative in its sole discretion either to release the terms and conditions of the agreement (i) when prudent to do so in response to a request for public records even though Florida's Public Records Act does not apply to Visit Orlando, (ii) to Orange County, Florida which may elect to disclose the terms of this agreement in its discretion, or (iii) otherwise as it deems appropriate. Visit Orlando may also disclose the terms and conditions of this agreement to governmental entities when required to do so by contract.

**5.0 Payment Terms & Conditions**

The charges for the Maintenance and Support Services are mentioned below

| Sr. No | Resource Positions               | Hourly Rate | Hrs. per Week | Start Date  | End Date    |
|--------|----------------------------------|-------------|---------------|-------------|-------------|
| 1      | Python and Cold Fusion Developer | 25 USD      | 40            | 01-Apr-2019 | 30-Sep-2019 |

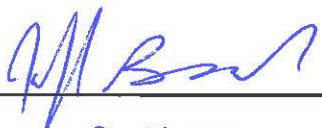
**5.1 Other Terms and Conditions:**

1. This SOW may be terminated by either party by **30 days** written notice to the other party.  
The Offshore resource(s) would follow Birlasoft Holiday Calendar. This will be communicated and mutually agreed.

IN WITNESS WHEREOF, the parties have executed this SOW as of 3/30/19 by their duly authorized representatives.

Orlando/Orange County Convention & Visitors Bureau, Inc. d/b/a Visit Orlando

Birlasoft Inc:

By: 

By: 

Name: Jeff Braswell

Name: Avinash Agarwal

Title: Chief Information Officer

Title: Senior Director-Finance