

## AMENDMENT NO. 1 TO AGREEMENT

This Amendment No. 1 to Agreement is dated December \_\_\_\_, 2018 (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 Ariadna, LLC, a Florida limited liability company, located at 703 Waterford Way, Suite 920, Miami, Florida ("**Ariadna**"), and together with Visit Orlando, the "**Parties**", and each, a "**Party**").

WHEREAS, the Parties have entered into an agreement for digital marketing and media buying, 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) Section I TERM is deleted and replaced with the following: "This Agreement shall be in effect for a period of two (2) years starting effective as of January 1, 2018 and ending December 31, 2019. Visit Orlando may terminate this agreement for convenience at any time, with no liability other than payment for services rendered in accordance with the Agreement through the termination date, upon 60 days written notice to Ariadna."

(b) The following is added to Section II SERVICES TO BE RENDERED as a new section: "14. Ariadna shall purchase SEM in the countries of Mexico and Colombia as directed by Visit Orlando."

(c) The Parties acknowledge and agree that the Visit Orlando, in its sole discretion, may elect to discontinue receiving ad-serving services through Ariadna. In such event, Ariadna agrees that it shall no longer charge Visit Orlando any ad-serving fees or associated fees.

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.**

By: \_\_\_\_\_

Name: Larry Henrichs

Title: COO/CFO

**ARIADNA, LLC.**

By: \_\_\_\_\_

Name: JAIRO FANDINO

Title: COO