SAAS MASTER SUBSCRIPTION AGREEMENT

This SAAS Master Subscription Agreement ("**Agreement**") is entered into effective as of the date signed by both parties below or, if signed by the parties on different dates, the date signed by the later signing party (the "**Effective Date**") and is entered into by and between **SCORM Anywhere LLC d.b.a. Appinium**, a Delaware Limited Liability Company, having its principal place of business at 268 Bush Street, #3836 San Francisco, CA 94104 ("**Appinium**" or "**Company**") and Orlando/Orange County Convention & Visitors Bureau, Inc. d/b/a **Visit Orlando**, having its principal place of business at 6277 Sea Harbor Drive, Suite 400, Orlando, FL 32821-804 ("**Customer**" or "Visit Orlando")**.**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.   Definitions.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the subject, whether through ownership of voting interests or by contract or otherwise.

"**Customer Data**" means all electronic data or information submitted by Customer or Users to the Purchased Services and any data that Company receives, collects, processes, collates, aggregates, or stores with regard to Customer's activities, interests, or services.

"**Customer Org**" means the force.com account used by the Customer to access and operate the Purchased Services.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Non-Company Applications**" means online applications and offline software products that are provided by entities or individuals other than Company and are clearly identified as such, and that interoperate with the Purchased Services.

"**Order Form**" means the written, executed documents for placing orders hereunder, in substantially the form attached hereto as Exhibit A, including addenda and supplements thereto, that are entered into between Customer and Company or any of Customer's or Company's Affiliates from time to time. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

"**Purchased Services**" means the products and services that are ordered by Customer under an Order Form and made available by Company online via the unique login link provided by Company to Customer to access the products, services and other web pages designated by Company, including associated offline components, as described in the User Guide.

"**User Guide**" means the online user guide applicable to the Purchased Services, accessible via the unique login link provided by Company to Customer to access the Purchased Services, as updated from time to time. Customer acknowledges that Customer has had the opportunity to review the User Guide. The User Guide may be found in the Appinium Community at the following link: Appinium Customer Success Community

"**Users**" means individuals who are authorized by Customer to use the Purchased Services and for whom subscriptions to the Purchased Services have been ordered pursuant to an Order Form, and who have been supplied user identifications and passwords by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's and its Affiliates' employees, consultants, contractors and agents, and third parties with which Customer and/or its Affiliates transact(s) business.

2.   Service.

2.1.   Provision of Purchased Services. Company shall make the Purchased Services available to Customer pursuant to this Agreement and the relevant Order Form(s) during subscription term specified in the applicable Order Form (each, a "Subscription Term"). Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Company regarding future functionality or features.

2.2.   User Subscriptions. Unless otherwise specified herein or in the applicable Order Form, (i) the Purchased Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) subject to Section 6.1, additional User subscriptions may be added during the applicable Subscription Term at the same pricing as pre-existing subscriptions thereunder, prorated for the remainder of the Subscription Term in effect at the time the additional User subscriptions are added, and (iii) any such additional User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Purchased Services.

3.   Use of the Service.

3.1.   Company Responsibilities. Company shall: (i) provide to Customer basic support (email support available weekdays 8am EST – 8pm EST for the Purchased Services at no additional charge at support@appinium.com, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Company shall give at least 48 hours' notice via the Purchased Services and which Company shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Company's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Company employees), or Internet service provider failures or delays, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2.   Protection of Customer Data. Company shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Company shall not (a) modify Customer Data, (b) disclose Customer Data except in accordance with Section 8.3 (Compelled Disclosure) or as expressly permitted in writing by Customer, or (c)

access Customer Data except to provide the Purchased Services and to prevent or address service or technical problems, or at Customer's request in connection with customer support matters. Company shall: (a) comply with all pertinent law, including all applicable data privacy and security laws, domestic and foreign; (b) immediately notify Visit Orlando of any security breach, including but not limited to unauthorized access to, theft of, ransomware or destruction of, Customer Data; (c) upon Visit Orlando's request, timely cooperate with Visit Orlando in any audits by or for Visit Orlando with regard to Company's compliance with this Agreement; and (d) upon request by Visit Orlando, immediately transfer to Visit Orlando copies of Customer Data, in a format and media reasonably acceptable to Visit Orlando. Unless specifically provided otherwise in an Order Form, Company will not (i) use the Purchased Services or any of their results to track, collect, or upload any data that can be used to personally identify an individual; (ii) use any data, including but not limited to Customer Data, to provide analytics, analysis or consultation to third parties where such analytics, analysis, or consultation includes or is based on data or other information obtained by Company during activities conducted in the course of providing the Purchased Services; (iii) store or process or otherwise act upon any Customer Data or information in servers or other repositories or processing equipment or systems, including but not limited to "software as a service", that are not located entirely in the country in which the Purchases Services are being provided unless Visit Orlando specifically agrees otherwise in a signed writing.

3.3. **Customer Responsibilities.** Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Customer Data and of the means by which Customer acquired Customer Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Purchased Services, and notify Company promptly of any such unauthorized access or use, and (iv) use the Purchased Services only in accordance with the User Guide and applicable laws and government regulations. Customer shall not (a) make the Purchased Services available to anyone other than Users, (b) sell, resell, rent or lease the Purchased Services, (c) use the Purchased Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) knowingly use the Purchased Services to store or transmit Malicious Code, (e) knowingly interfere with or disrupt the integrity or performance of the Purchased Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Purchased Services or their related systems or networks.

3.4. **Usage Limitations.** The Purchased Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls Customer is permitted to make against Company application programming interface, and, for Purchased Services that enable Customer to provide public websites, on the number of page views by visitors to those websites. Any such limitations are specified in the User Guide. The Purchased Services provide real-time information to enable Customer to monitor Customer's compliance with such limitations. Additionally, any content or data stored on servers that have not been in use for 2 years are subject to purging by Company on 60 days' notice to Customer except for eLearning data stored with salesforce.com.

3.5. **Conditions of Use of salesforce.com.** Company provides the Purchased Services to Customer on the platform provided by salesforce.com. All usage of Force.com, salesforce.com, and any ancillary services provided by saleforce.com as part of the Purchased Services are subject to the terms and conditions of salesforce.com, including but not limited to the terms of the Salesforce.com Master Subscription Agreement and other applicable terms and conditions of use, as updated, which are hereby incorporated herein and which may be viewed at http://www.salesforce.com/company/legal/

4. **Non-Company Providers.**

4.1. Acquisition of Non-Company Products and Services. Company or third parties may from time to time may make available to Customer third-party products or services, including but not limited to Non-Company Applications and implementation, customization and other consulting services. Company shall notify Customer in advance of any non-company products or services it will provide to Customer. To the extent Customer uses any such non-Company products or services, then any exchange of data between Customer and any non-Company provider is solely between Customer and the applicable non-Company provider. Company does, and shall, not warrant or support any non-Company products or services, whether or not they are designated by Company as "certified" or otherwise, except as specified in an Order Form. Subject to Section 4.3 (Integration with Non-Company Services), no purchase of non-Company products or services is required to use the Purchased Services except a supported computing device, operating system, web browser and Internet connection.

4.2. Non-Company Applications and Customer Data. If Customer installs or enables Non-Company Applications for use with the Purchased Services, Customer acknowledges that Company may allow providers of such Non-Company Applications to access Customer Data to the extent required for the interoperation of such Non-Company Applications with the Purchased Services. Company shall not be responsible for any disclosure, modification or deletion of Customer Data resulting solely from any such access by Non-Company Application providers. The Purchased Services shall allow Customer to restrict such access by restricting Users from installing or enabling such Non-Company Applications for use with the Purchased Services.

4.3. Integration with Non-Company Services. The Purchased Services may contain features designed to interoperate with Non-Company Applications (e.g., Google, Facebook or Twitter applications). To use such features, Customer may be required to obtain access to such Non-Company Applications from Customer's third-party providers. If the provider of any such Non-Company Application ceases to make the Non-Company Application available for interoperation with the corresponding service features on reasonable terms, Company may cease providing such service features and shall refund Customer proportionately for any prepaid fees for such ceased service features .

5. **Data Storage.**

5.1. Storage. The Purchased Services include one terabyte of storage per Customer Org at no additional charge beyond any charge(s) specified in the applicable Order Form. Additional storage may be available for purchase for $200 per terabyte per year or the applicable storage rates (as determined by the Company), whichever is less. Customer agrees that the Purchased Services will not be used for load testing where content traffic would greatly exceed the normal intended usage of the Purchased Services in a production environment.

6. **Fees & Payment.**

6.1. Fees. Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased under an Order Form, and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant Subscription Term , (iv) fees are based on annual periods that begin on the subscription start date and each anniversary thereof. Fees for User subscriptions

added in the middle of an annual period will be prorated based on the time remaining in the annual subscription period.

6.2.   Invoicing & Payment. Fees for the Purchased Services will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, charges are due upon receipt. Unless otherwise stated in the Order Form, all payments made under this Agreement shall be in United States dollars. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.

6.3.   [Intentionally Deleted].

6.4.   Suspension of Service. If Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Company reserves the right to suspend the Purchased Services provided to Customer, without liability to Company, until such unpaid amounts are paid in full; provided, however, that no suspension shall take effect unless Company has given Customer at least 10 business days' prior written notice that its account is overdue. If the first payment to initiate the Purchased Services is not received within 30 business days of the Effective Date, Company shall terminate or suspend the Purchased Services immediately. All Purchased Services must be prepaid prior to delivery of Purchased Services.

6.5.   Taxes. Unless otherwise stated, fees specified in any Order Form do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "*Taxes*"). Customer is responsible for paying all Taxes associated with the Purchased Services. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. Notwithstanding anything to the contrary contained in this Agreement, Company is solely responsible for taxes assessable against Company based on Company's income, property and employees.

7.   Proprietary Rights.

7.1.   Reservation of Rights. Subject to the limited rights expressly granted hereunder, Company reserves all rights, title and interest in and to the Purchased Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than expressly set forth herein.

7.2.   Restrictions. Customer shall not (i) permit any third party to access the Purchased Services except as permitted herein or in an Order Form, (ii) create derivative works based on, or derived from, the Purchased Services, (iii) copy, frame or mirror any part or content of the Purchased Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Purchased Services, or (v) access the Purchased Services in order to or while endeavoring to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Purchased Services.

7.3.   Customer Applications and Code. If Customer, a third party acting on Customer's behalf, or a User creates non-derivative applications or program code, Customer authorizes Company to host, copy, transmit, display and adapt any such applications and program code, solely as necessary for Company to provide the Purchased Services in accordance with this Agreement. Subject to the above, Company acquires no right, title or interest from Customer or Customer's licensors in or to such applications or program code, including any intellectual property rights therein.

7.4.   Customer Data. Subject to the limited rights granted by Customer hereunder, Company acquires no right, title or interest from Customer or Customer's licensors under this Agreement in or to Customer Data, including any intellectual property rights therein.

7.5.   Admin User Access. Customer understands and agrees that selected Company technical and customer support personnel may require access to the Customer Org and the Customer Data in the ordinary course of providing customer support and system administrative services in connection with delivery of the Purchased Services and Customer hereby consents to any such access solely for the aforementioned limited purpose.

7.6.   Suggestions. Company shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Purchased Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the operation of the Purchased Services to the extent that such information does not include the Confidential Information of Customer.

8.   Confidentiality.

8.1.   Definition of Confidential Information. As used herein, "*Confidential Information*" means all information disclosed by a party ("*Disclosing Party*") to the other party ("*Receiving Party*"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure. Customer Confidential Information shall include Customer Data; Company Confidential Information shall include the Purchased Services, and related source code and data schema; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as each party's business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2.   Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than a commercially reasonable degree of care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have been instructed to keep such Confidential Information confidential. Neither party shall disclose the terms of this Agreement or any Order Form to any third party, other than its Affiliates and its legal counsel and accountants, without the other party's prior written consent. Notwithstanding the foregoing, Visit Orlando may release this Agreement (a) 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; (b) to Orange County, Florida which may elect to disclose the terms of this Agreement in its discretion; or (iii) otherwise as it deems appropriate.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by applicable law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by applicable law to disclose the Disclosing Party's Confidential Information as part of a legal proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9. Warranties & Disclaimers.

9.1. Warranties by Company. Company warrants that (i) Company has validly entered into this Agreement and has the legal power to do so, (ii) the Purchased Services shall perform materially in accordance with the User Guide, (iii) subject to Section 4.3 (Integration with Non-Company Services), the functionality of the Purchased Services will not be materially decreased during a subscription term, (iv) Company will not transmit Malicious Code to Customer, provided that it will not be a breach of this section if Company or a User uploads a file containing Malicious Code into the Purchased Services and later downloads that file containing Malicious Code, (v) Company shall comply with all applicable laws and regulations including without limitation those applicable to data security and privacy in providing the Purchased Services, and (vi) the Purchased Services shall not as delivered, provided, or used in their normal or foreseeable course, infringe upon, misappropriate, or otherwise injure any intellectual property rights or other rights of any third party.

9.2. Warranties by Customer. Customer warrants that Customer has validly entered into this Agreement and has the legal power to do so.

9.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.4. Non-GA Services. From time to time Company may invite Customer to try, at no charge, Company's products or services that are not generally available to Company customers ("**Non-GA Services**"). Customer may accept or decline any such trial in Customer's sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, nonproduction or by a similar description. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "PURCHASED SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. Company may discontinue Non-GA Services at any time in Company's sole discretion and may never make them generally available.

10. Indemnity

10.1. Indemnification by Company. Company shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Purchased Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against Customer**"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a judgment, or court approved settlement of, a Claim Against Customer; provided that Customer (a) promptly gives Company written notice of the Claim Against Customer; (b) gives Company sole control of the defense and settlement of the Claim Against Customer (provided that Company may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provides to Company all reasonable assistance, at Company's expense. In the event of a Claim Against Customer, or if Company reasonably believes the Purchased Services may infringe or misappropriate a third party's intellectual property rights, Company may, in its sole discretion and at no cost to Customer, (i) modify the Purchased Services so that they no longer infringe or misappropriate, which shall not be considered a breach of any warranties contained in this Agreement, (ii) obtain a license for continued use of the Purchased Services in accordance with this Agreement, or (iii) terminate User subscriptions for such Purchased Services upon 30 (thirty) days' prior written notice and refund to Customer any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of such termination.

10.2. Indemnification by Customer. Customer shall defend Company against any claim, demand, suit or proceeding made or brought against Company by a third party alleging that Customer Data, or Customer's use of the Purchased Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Company for any damages, attorney fees and costs finally awarded against Company as a result of, or for any amounts paid by Company under a judgment, or court-approved settlement of, a Claim Against Us; provided that Company (a) promptly gives Customer written notice of the Claim Against Us; (b) gives Customer sole control of the defense and settlement of the Claim Against Us (provided that Customer may not settle any Claim Against Us unless the settlement unconditionally releases Company of all liability); and (c) provides to Customer all reasonable assistance at Customer's expense.

10.3. Exclusive Remedy. Section 10 (Indemnity) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

11. Limitation of Liability.

11.1. Limitation of Liability. EXCEPT IN THE EVENT OF A BREACH OF OBLIGATIONS SET FORTH IN SECTION 6 (FEES AND PAYMENT), SECTION 7 (PROPRIETARY RIGHTS) OR SECTION 8 (CONFIDENTIALITY), OR WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 10, NEITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.

11.2. Exclusion of Consequential and Related Damages. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES

HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Term & Termination.

12.1. Term of Agreement. This Agreement commences as of the Effective Date and continues until all User subscriptions granted in accordance with this Agreement and/or under an Order Form have expired or have been terminated. If the Purchased Services are provided to Customer by the Company for a free trial period and Customer does not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

12.2. Subscription Term. User subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and continue for the Subscription Term specified therein. Customer may renew User subscriptions in its sole discretion for additional terms equal to the expiring Subscription Term or one year (whichever is shorter),. The per-unit pricing during any such renewal term shall be the same as that during the prior Subscription Term unless Company has given Customer written notice of a pricing increase at least 90 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed the lesser of (i) 5% of the pricing for the relevant Purchased Services in the immediately prior subscription term or (ii) the percentage rate of increase for the immediately preceding 12 month period in the Consumer Price Index, All Urban Consumers, United States, All Items (1882-1984 = 100), as published by the Bureau of Labor Statistics of the United States Department of Labor, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

12.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Visit Orlando may terminate this Agreement for cause if Company becomes involved in any situation or occurrence which brings Company into public disrepute or reflects unfavorably upon Visit Orlando.

12.4. 12.4.Termination for Convenience. Subscriptions are sold in yearly increments and the Subscription Term is set forth on the applicable Order Form. In the event that the Subscription Term is greater than one year, Customer shall have a right to terminate this Agreement for convenience at the end of each year of a Subscription Term by providing written notice of termination to Company. To terminate this Agreement for convenience under this Section, Customer must provide written notice of termination to Company at least sixty 60 days prior to the end of the then current year of the Subscription Term. If Customer does not provide written notice of termination sixty 60 days prior to the end of the then current Subscription year, this Agreement shall continue in full force and effect for another year and shall continue until terminated under of the terms of this Agreement or until the expiration of the Subscription Term set forth in the applicable Order Form.

12.5. Refund or Payment upon Termination for Cause. Upon any termination for cause by Customer, Company shall refund to Customer any prepaid subscription fees applicable to the period from the effective date of such termination to the expiration of the Subscription Term under the applicable Order Form. Upon any termination for cause by Company, Customer shall pay any unpaid fees applicable to the period from the effective date of such termination to the expiration of the Subscription Term under the applicable Order Form only for Purchased Services actually and satisfactorily provided. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for Purchased Services actually and satisfactorily provided for the period prior to the effective date of termination.

12.6. Termination Obligations. Upon request by Customer made at any time, and automatically within 30 days after the effective date of termination of this Agreement or any Order Form, Company will make available to Customer for download a file of Customer Data in comma separated value (.csv) format along with attachments and eLearning files that are stored on Company's servers in their native format, or any such format reasonably requested by Customer. After such 30-day period, Company shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all of Customer Data in Company systems or otherwise in Company possession or under Company control. Upon any termination, Company shall provide reasonable cooperation and assistance to Visit Orlando in transitioning the Purchased Services to an alternate provider.

12.7. Surviving Provisions. Section 6 (Fees and Payment), 7 (Proprietary Rights), 8 (Confidentiality), 9.3 (Disclaimer), 10 (Indemnity), 11 (Limitation of Liability), 12.5 (Refund or Payment upon Termination for Cause), 12.6 (Return of Customer Data) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

13. Further Contact.

13.1. Company may contact Customer regarding new Company service features and offerings.

14. General Provisions.

14.1. Export Compliance. The Purchased Services, other technology Company makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use the Purchased Services in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation.

14.2. Anti-Corruption. Customer warrants that its employees have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Company's employees or agents in connection with this Agreement. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify the Company.

14.3. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14.4. No Benefit to Others. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons, unless otherwise stated herein.

14.5. Notices. All notices under this Agreement shall be in writing and shall be delivered to the addresses notified by the parties to each other

by a means evidenced by a delivery receipt, by facsimile or by email. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email. Notices to Company shall be addressed to the attention of its VP Finance – with a copy to its General Counsel. Notices to Customer are to be addressed to the Customer at the address provided by the Customer at the beginning of this Agreement.

14.6. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.8. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.9. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without reference to rules regarding conflicts of laws. Any dispute arising out of this Agreement shall be submitted to a state or federal court sitting in Orange County, Florida, which shall have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the parties irrevocably submit.

14.10. Entire Agreement. This Agreement, including all exhibits and addenda hereto, along with all Order Forms executed hereunder, constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

14.11. Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument. This Agreement, any amendments hereto and any Order Form, to the extent signed and delivered by means of digital imaging or electronic mail or a facsimile machine, shall be considered to have the same binding legal effect as if it were the original signed version thereof.

14.12. Insurance. Company shall secure and maintain insurance in reasonable amounts to cover any losses or liabilities incurred in connection with the Purchased Services and Company's obligations under this Agreement. At a minimum, Company shall maintain: (i) Commercial General Liability insurance with minimum coverage of at least $2,000,000 per occurrence including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Company under this Agreement; (ii) Professional Liability insurance with minimum coverage of at least $2,000,000 per claim; and (iv) Cyber Risk insurance with minimum coverage of at least $2,000,000 per claim. Upon Visit Orlando's request, Company shall provide Visit Orlando with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Visit Orlando as an additional insured. Company shall provide Visit Orlando with 30 days' advance written notice in the event of a cancellation or material change in Company's insurance policy. Except where prohibited by law, Company shall require its insurer to waive all rights of subrogation against Visit Orlando's insurers and Visit Orlando. The insurance and insured limits set forth above shall not be considered a limitation of Company's liabilities hereunder, nor an agreement by Visit Orlando to assume liability in excess of said amounts or for risks not insured against by Visit Orlando.

14.13. No Publicity. Company shall not identify Visit Orlando as a customer or use Visit Orlando's name or logo in connection with Company's marketing or promotional activities without Visit Orlando's prior written notice in each instance. Such permission is at Visit Orlando's sole discretion and may be revoked at any time.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

SCORM Anywhere LLC, d.b.a. APPINIUM

By: _Steven C. Jacobson_
    F50EA0F52798466...

Print Name: Steven C. Jacobson

Title: Managing Director

Date: 4/18/2019

ORLANDO/ORANGE COUNTY CONVENTION & VISITORS BUREAU, INC. D/B/A VISIT ORLANDO

By: _Larry Henrichs_
    F56F2F719DD7496...

Print Name: Larry Henrichs

Title: COO/CFO

Date: 4/18/2019

EXHIBITS:
Exhibit A - Order Form
Exhibit B- Professional Services

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<u>EXHIBIT A</u>

ORDER FORM

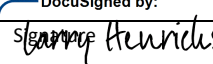| Company Name	Visit Orlando
Bill to Address	6277 Sea Harbor Drive, Suite 400
Bill to City/State/Zip	Orlando/FL/32821-804
Org ID (Salesforce)	
Website	
Contact Name	Rachael Robson
Email Address	rachael.robson@visitorlando.com
Phone Number	321-354-1393
Accounts Payable Contact	Rachael Robson
Accounts Payable Email	rachael.robson@visitorlando.com

PAYMENT TERMS

Start Date	
Subscription Term	1 Year
Payment Method	Invoice
Payment Terms	30 days
Billing Frequency	Annual
Notes	

Products

Description: **ViewTrac Multi-Media Applications on Salesforce** **LearnTrac Learning Management System on Salesforce**	Quantity	Sales Price (USD) Per Month	Total Per Year Price (USD)
Internal Users	5	$5.00	$300.00
External Users bundle (2,000 Logins Per Month)	1	$1,250.00	$15,000.00
Concierge Implementation	40	$150 Per hour	$6,000.00
Community Configuration to look and feel https://www.orlandotravelacademy.com/	One-time fee	$85 Per hour	$13,005.00
Historical data Load. Time and Material Quote	One-time fee	$65 Per hour	$5,000.00
		TOTAL FIRST YEAR (USD)	$39,305.00

Customer Approval

DocuSigned by:

Signature Larry Henrichs F56F2F719DD7490...	Print Name Larry Henrichs
Title COO/CFO	Date 4/18/2019

Note: Sales tax will be added if applicable.

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EXHIBIT B

1. Project Objectives, Scope, and Deliverables

The table below outlines time estimates and recommended resources and for each phase. Time durations are estimates and may vary based on Client's requirement. Each phase overlaps and may require a shifting of hours among phases based on Client's processes.

Phase	Estimated Duration	Appinium Resources	Client Resources
Plan & Discover	Week 1	• Engagement Manager • Implementation Consultant	• Project Manager • Business Process Owners • SFDC System Administrator* • Appinium System Administrator(s)**
Setup	Week 2	• Implementation Consultant • Technical Consultant	• Project Manager • Business Sponsor & Process Owners • SFDC System Administrator • Appinium System Administrator(s)
Configure	Week 3-5	• Implementation Consultant • Technical Consultant • Client Success Manager	• Project Manager • Business Process Owners • Appinium System Administrator(s)
Test	Week 6	• Implementation Consultant • Technical Consultant • Appinium Support • Client Success Manager	• Project Manager • Business Process Owners • Appinium System Administrator(s)
Deploy & Go Live	Week 7-8	• Implementation Consultant • Appinium Support • Client Success Manager	• Project Manager • Business Process Owners • SFDC System Administrator • Appinium System Administrator(s)

*__SFDC System Administrator__ – *Recent Salesforce Administration experience is required for this role.*
**__Appinium System Administrator__ - *Recent Salesforce Administration experience recommended but not required for this role.*

The Scope of Services outlined below provides a breakdown of the key components of the Implementation Services and the corresponding deliverables to be provided by Appinium and Client.

Phase	Appinium Deliverables	Client Deliverables

Plan & Discover	**Week One:**
	• Confirm licenses have been ordered from Salesforce and have been provisioned
	• Delivery team assigned
	• Request client to complete stakeholder list and analysis
	• Conduct project initiation call with Client sponsor to review SOW, confirm project scope, understand requirements, and begin the design of the success plan
	• Determine project meeting cadence
	• Establish & Maintain Project Sheet which will include the following:
	   o Project Schedule, Status & Health by Project Phase
	   o Project Team Contacts
	   o Create Project Checklist & Include Link
		Week One:
		• Provide Production Org ID and Sandbox ID
		• Attend Project Initiation call
		• Assemble project team and provide Project Contact Details within project worksheet
		• Ensure SFDC and Appinium Administrator(s) meet recommended qualifications provided
		• Begin assigned Appinium online training
		• Review and confirm project schedule, success plan, and requirements within project workbook
		• Coordinate and schedule upcoming project sessions with guidance from Appinium
		• Deliver any documented learning processes and requirements reflecting needs of all business units impacted, including all applicable information such as

	- o Include Link to Success Plan & Requirements - o Utilization of Hours - o Risks & Issues Log - o MVP user stories - o Change Log - Create Appinium community users for all Client team members who will take training & assign Appinium Learning Plans - Conduct remote kick-off meeting	- approvals, evaluations, process maps and supporting forms or documentation - Deliver documented external learning processes, requirements, process maps and supporting forms or documentation if applicable - Provide external user workflows and training requirements - Provide use case scenarios to model recommended configuration - Attend remote kick-off meeting - Review and accept Appinium deliverables
Setup	**Week Two:** - Provide Permission Set details to Client - Install Packages in one Sandbox - o Confirm Client has sandbox available and Appinium has access to it - o Request Client to provide login access or set up admin user for Appinium with email address PM@appinium.com - Create new Salesforce Community (if applicable)	**Week Two:** - Ensure working and usable (recently refreshed) Salesforce sandbox environment is ready for package installation and testing - For External Community Activation (if applicable), setup and configure Salesforce Community - Provide Admin level access to Salesforce sandbox by granting login access or setting up PM@appinium.com as admin user - Determine which permission sets will be used for which users and assign - Review and accept Appinium deliverables
Configure & Coach	**Week Three-Five:** - Review all documentation, learning process, process maps, workflow, and other requirements provided by the Client - Configure (1) sandbox to Appinium Best Practices - Deliver up to Three (3) Remote Working Design Sessions focusing on the functionality the Client intends to use based on discovery details provided by the Client - Areas to review and design could include some or all of the following: - o Review Best Practice configuration - o Review Learning Object Model - o Media uploads and publishing, including SCORM 1.2, video, pdfs, podcasts/MP3 - o ILT (Events, Classes, Sessions) - o Calendar view - o Creating Quizzes - o Creating Learning Plans and Learning Tracs - o Assigning Training - o Chatter Actions - o Catalogs - o Ratings - o H5P - Implementation consultant will provide ongoing guidance and support to Client's administrators as they build their design based on decisions made within working design sessions - Manage risks, change, schedule and issues - Update project sheet **Milestone: Configuration Checkpoint with Client Success Manager**	**Week Three-Five:** - Ensure all applicable Appinium online training is completed before each working session as directed by Appinium - Actively participate in all working design sessions - Prepare for working sessions per guidelines given in advance - Complete tasks during working sessions - Complete assigned tasks after working sessions - Build & Configure in Sandbox environment to meet all requirements with guidance from Appinium - Load and test examples of any content to be used for go-live - Brand and/or configure UI - Finalize all build and configuration in Sandbox - Review and accept Appinium deliverables
Test	**Week Six-Seven:**	**Week Six-Seven:**

	- Conduct User Acceptance Testing (UAT) prep meeting with Client - Attend up to two (2) Client-led UAT check-in meetings to review open issues and questions found in UAT and advise Client on remediation options - Aid in issue remediation of Appinium owned issues - Update Issue Log with Appinium owned items found during UAT, including identified defects - Provide solution consulting for configuration updates needed based on UAT feedback received - Aid the Client in triaging (categorizing and prioritizing) reported issues found in UAT - Aid the Client in opening Cases in the Appinium Community for product issues identified during UAT - Request Production Licenses to be enabled	- Attend User Acceptance Testing prep meeting - Plan, coordinate and prepare to conduct User Acceptance Testing in Sandbox Org - Develop UAT test scripts - Add sample data to Sandbox Org to support UAT scripts and user scenarios - Finalize UAT Scripts - Aid in the coordination of support during UAT touch base sessions - Conduct User Acceptance Testing in Sandbox Org - Open and Manage Cases in the Appinium Community for any product issues identified during testing - Make configuration changes as needed during UAT with guidance and support from Appinium - Lead UAT Sessions - Finalize configuration based on UAT process - Prepare for Installation and Build in Production Org - Review and accept Appinium deliverables
Deploy & Go Live	**Week Seven-Eight:** - Guide Client to install packages into One (1) Salesforce Production Org - Set licensing in Production - Provide weekly advisory consulting as Client sets up and configures Production portal based on approved design in Sandbox org - Review Appinium Support process - Internal Project Review with Support Team **Milestone: Confirm with Client Success Manager - all Appinium Deliverables in the SOW have been completed** **Hypercare:** - Provide remote post-production ready consulting and support for up to 5 days after production ready or Go Live (whichever comes first **Close Engagement:** - Transfer any open cases to Client - Discuss post live survey - Request project sign-off from Client	**Week Seven-Eight:** - Install packages into Production org supported by Appinium - Once install is complete, configure Production environment to meet all requirements - Create and Apply permission sets to users in Production Org - Create ALL necessary Learning Objects and Learning Plans or Learning Tracs for go-live - Assign training as needed - Create Catalogs as appropriate - Client Production Ready for planned Go Live **Transition to Product Support:** - Manage all change management and training activities related to Go Live (if applicable) - Take ownership of all open Cases - Provide Project Sign-Off