



Business on Web, LLC –Service Agreement

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

Address: **6277 Sea Harbor Drive, Suite 400**

Address:

City: **Orlando**

Fax:

State: **FL** Zip: **32821-8043**

Phone: **407-363-5856**

Contact: **Ms. Deborah Kicklighter Henrichs**
Email: deborah.kicklighterhenrichs@visitorlando.com

THIS AGREEMENT is made and entered into as of the **July 5, 2019** ("Effective Date") by and between the Orlando/Orange County Convention & Visitors Bureau, Inc. d/b/a **Visit Orlando** ("Company") and Bow-Business on Web, LLC ("YourBow"). WHEREAS, Company desires to hire YourBow to perform online set-up and advertising traffic management services ("Services").

NOW THEREFORE, in consideration of the terms and conditions set forth below the parties agrees as follows:

1. SPECIFICATIONS OF WORK.

1.1 The parties agree that the general scope and results of the Services to be completed by YourBow consist primarily of the ad traffic management using Company's ad server software. Services include but not limited to: Campaign Creation and Management, Creative testing and implementation including Rich Media Ads, Recommendations for campaign optimization, reporting, Assistance with site tagging and general support 9.00AM – 8.00PM EST Mon-Fri.

1.2 Length of Service is from "Effective Date" and continues until **July 4th, 2019** (the "Term"); After initial Term, Service agreement will be automatically renewed for 6 months each 6 months if neither party requires any change of this Agreement with advance notice of 45 days before the Term expires.

1.3 General turnaround time for each ad placement is 24 hours once Company sends all needed and accurate material for the campaign.

1.4. [Intentionally Deleted];

1.5 Optional Services. The parties acknowledge and agree that from time to time during the Term of this Agreement Company may request additional services to be performed by YourBow. The specifications and pricing of these additional services will be mutually agreed upon and confirmed via written instrument, which is signed by an authorized representative of each party before such services are delivered.

2. FEES.

2.1 Company agrees on the Pricing model indicated on the applicable Order Form.

2.2 YourBow shall deliver monthly invoices to Company within 10 days following the end of each month during the term of this Agreement. Company shall pay all such undisputed YourBow invoices within 30 days following Company's receipt of accurate invoices from YourBow.

2.3 YourBow will require Company to prepay Yourbow the last 2 months of reasonably anticipated or actual monthly fees.

2.4 Provided that YourBow is not in breach of its obligations hereunder, any undisputed amounts payable by Company hereunder which remain unpaid after the applicable due date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

3. REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY.

3.1 YourBow is not responsible for any media cancellations, delay, over delivery, under delivery, 3rd party tracking, performance, discrepancy, loss of data, site traffic, failure to meet Client's, Advertiser's or Publisher's requirements or other injury, damage, or disruption to Company or Company's Website, Advertiser or Advertiser's website or Publisher or Publisher's Website.

3.2 YourBow is not responsible for the advertising messages, content, creative design and/or copyright and licensing issues regarding images and material used for advertising.

3.3 YourBow is not responsible for Client (Agency/Advertiser) Finance issue resolution, Client Billing, Inventory Management, Creative Design and/or Development.

3.4 Each party (the "Indemnifying Party") shall indemnify the other party and its affiliates, and the owners, officers, directors, agents, and employees of each of them (the "indemnified Party"), against, and hold them harmless from, any and all loss, damage, or expense (including reasonable attorneys' fees) which they or any of them may suffer or be required to pay or otherwise incur arising out of any third party claim, demand, action, proceeding, settlement or judgment to the extent arising out of or relating to the Indemnifying Party's or its employees' gross negligence or willful misconduct.

4. TERMINATION

4.1 Either party may terminate this Agreement if the other party defaults in performing any obligation under this Agreement and such default remains not remedied for a period of ten (10) days following written notice of default, and if such termination is due to Company's default, Company shall pay all undisputed, accrued and unpaid fees outstanding at the date of termination within 30 days of receipt of the invoice.

4.2 In addition, YourBow, in its sole discretion, may terminate this Agreement and/or any services provided as described herein, at any time, if Company has not paid all undisputed amounts payable under this Agreement within forty-five (45) days from the Invoice Due Date.

4.3 This Agreement may not be changed or modified, except in a writing signed by both parties.

Notwithstanding the foregoing, Company maintains the right in its sole discretion to release this 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 Company, (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.

IN WITNESS WHEREOF, the parties acknowledge that each has fully read and understood this Agreement, and, intending to be legally bound thereby, executed this Agreement on the date first above written.

Orlando/Orange County Convention & Visitors Bureau, Inc. YourBow

Signature: Deborah Hennrichs on behalf of Visit Orlando Signature: Aleksandar Kalezic

Name Deborah Hennrichs Name: Aleksandar Kalezic

Title: VP of Print & Digital Services Title: CEO and Co-Founder

Date 7.23.19 Date