



AMENDMENT

to the Concord Commercial Terms

between

Concord Worldwide, Inc.

and

Visit Orlando

Amendment Effective Date: July 31, 2019

This Amendment (the “**Amendment**”) to the Concord Commercial Terms Agreement effective as of July 31, 2019 (the “**Agreement**”) between Concord Worldwide, Inc. (“**Concord**”) and Visit Orlando (“**Customer**”, each a “**Party**” and collectively, the “**Parties**”), is made by and between Concord and Customer.

Concord and Customer desire to amend the terms and conditions of the Agreement to revise the terms of Section 3.2, 3.4, 4.1, 8.1 and 9.3, and to add additional sections as Sections 8.3 and Section 10.10. Defined terms not defined herein will have the same meaning set forth in the Agreement.

The Agreement will be amended as follows:

1. **Subsection 3.2 Privacy Policy** is hereby replaced in its entirety with the following:

“**Section 3.2 Privacy Policy.** Concord will maintain appropriate safeguards for protection of Your Data in accordance with the terms of its **Privacy Policy**. Concord may amend this document from time to time in its sole discretion. You acknowledge that You have read and understand the **Privacy Policy**. Additionally, Concord will process Your Data (a) as needed to provide the System to You, and (b) in compliance with all laws applicable to the System, and Your instructions or actions carried out by Your users in the System.”

2. An additional **Subsection 3.4 Disaster Recovery Procedures** is hereby added to **Section 3 Data and Privacy** as follows:

“**Subsection 3.4 Disaster Recovery Procedures.** At all times during the term of this Agreement, Concord will maintain disaster avoidance and recovery procedures designed to safeguard Your Data and the System.”

3. The following language is hereby added to the end of **Subsection 4.1 Mutual Confidentiality Obligations**:

“You may release 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 You; (ii) to Orange County, Florida which may elect to disclose the terms of this Agreement in its discretion; or (iii) otherwise as required by You under applicable legal requirements.”

4. **Subsection 8.1 Limitation of Liability** is hereby replaced in its entirety with the following:

“EXCEPT FOR BREACHES OF SECTION 4 AND THE PARTIES’ INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 1 ABOVE.”

5. An additional **Subsection 8.3 Liability Cap for Breaches of Section 4 and for Indemnification Obligations under Section 7** is hereby added to **Section 8 Limitations on Liability** as follows:

“NOTWITHSTANDING ANYTHING CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WILL EITHER PARTY’S LIABILITY FOR BREACHES OF SECTION 4 AND FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 EXCEED THREE TIMES (3X) THE TOTAL AMOUNT PAID BY YOU HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.”

6. **Subsection 9.3 Effect of Termination** is hereby replaced in its entirety with the following:

“**Section 9.3 Effect of Termination.** Upon termination of this Agreement: (a) all rights and licenses granted to You under this Agreement will immediately terminate; (b) the Parties will discontinue use of and return or destroy all Confidential Information; (c) Concord will return and delete Your Data upon Your written request to be received no later than thirty (30) days after the effective termination date of this Agreement in a format reasonably acceptable to You; and (d) the following provisions will survive termination or expiration of this Agreement: (i) any of Your obligations to pay fees incurred before termination; (ii) Sections 4 (Confidentiality), 5 (Proprietary Rights), 6 (Representations and Warranties), 7 (Mutual Indemnification), and 8 (Limitation of Liability); and (iii) any other provision of this Agreement that must survive to fulfill its essential purpose.

7. An additional **Subsection 10.10 Insurance** is hereby added to **Section 10. Miscellaneous** as follows:

“**10.10 Insurance.** Concord will secure and maintain insurance in reasonable amounts to cover any losses or liabilities incurred in connection with the services and Concord’s obligations under this Agreement. At a minimum, Concord will 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 Concord under this Agreement; (ii) Professional Liability insurance with minimum coverage of at least \$2,000,000 per claim; (iii) Automobile Liability insurance with minimum coverage of at least \$2,000,000 per occurrence; (iv) Cyber Risk insurance with minimum coverage of at least \$2,000,000 per claim; (v) Advertising Liability insurance with minimum coverage of at least \$2,000,000 per claim; and (vi) Workers’ Compensation insurance to the extent required by law. Upon Your request, Concord will provide You with a certificate of insurance from Concord’s insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance will name You as an additional insured. Concord will provide You with 30 days’ advance written notice in the event of a cancellation or material change in Concord’s insurance policy.

8. An additional **Subsection 10.11 Approval for Marketing Initiatives** is hereby added to **Section 10. Miscellaneous** as follows:

“10.11 Approval for Marketing Initiatives. Concord will not use Your name in any customer lists or for any other marketing or promotional purposes without Your prior written permission in each instance. Such permission is at Your sole discretion and may be revoked at any time. Concord however may list You as a customer in disclosures deemed necessary in connection with any funding or investment rounds conducted by Concord.”

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing below.

Customer legal entity name

Concord Worldwide, Inc.

By:

Name: Keith Swider

Title: VP of Business Affairs

Notice Address:

6277 Sea Harbor Drive, Suite
400Orlando FL, 32821

By:

Name: Andra Robinson

Title: Head of Legal

Notice Address:

Attn: Legal Department

177 Post St., Suite 910,

San Francisco, CA 94108



ORDER FORM

Company Name: Visit Orlando

Contact Name:
Julie Azar

Contact Email and Phone:
julie.azar@visitorlando.com
407-354-5514

Billing Address:
6277 Sea Harbor Drive, Suite 400
Orlando FL, 32821

Accounts Payable Email:

Quote Expiration Date: 2019-07-31

Prepared By: Travis Moscone

Concord Contact Email:
travis.moscone@concordnow.com

Concord Address:
177 Post St., Suite 910
San Francisco, CA, 94108

Make Payments To:
Concord Worldwide, Inc.

| Concord Subscription and Additional Services | | | | |
|--|--------------|-----------|-------------------|--------------|
| Plan | Seat Type | Seats | Term | Fee |
| Professional* | Creator | 16 | 12 months | \$14,400.00* |
| Professional | Collaborator | 33 | 12 months | \$14,850.00* |
| Professional | Viewer | Unlimited | 12 months | 0.00 |
| Implementation, Training, Support | All types | All seats | Subscription life | Included |
| Storage | All types | All seats | Subscription life | Included |

**The Subscription Fee reflected above for the Creator and Collaborator seat types includes a 25% Non-Profit Discount and another 25% July-Volume Discount off of the Concord standard Subscription Fee list price. Concord will honor these two discounts for the Subscription Term, any Upgrades carried out by the Customer, and subsequent Renewal Terms.*

**Annualized
Subscription Total** \$29,250.00

Included With Your Subscription

| PROFESSIONAL | | Creator | Collaborator | Viewer |
|-------------------------|--|---------|--------------|--------|
| Templates | Create document templates and form templates | ✓ | | |
| | Define signers and fields to fill | ✓ | | |
| | Use pre-defined templates to draft documents | ✓ | ✓ | |
| Collaboration | Draft new documents | ✓ | | |
| | Redline and edit documents online | ✓ | | |
| | Fill in required fields in documents | ✓ | ✓ | |
| | Access discussion panel and comment on documents | ✓ | ✓ | |
| | Invite others to redline, review and sign documents (internal or external) | ✓ | ✓ | |
| | Access and compare version histories | ✓ | ✓ | ✓ |
| | Restore previous versions | ✓ | | |
| E-Signature | Drag-and-drop Microsoft Word integration | ✓ | | |
| | Sign with unlimited e-signature | ✓ | | |
| Centralized Repository | View audit trail | ✓ | ✓ | ✓ |
| | Upload and manage legacy documents | ✓ | ✓ | |
| | Full-text OCR search | ✓ | ✓ | ✓ |
| | Download documents (Microsoft Word, PDF) | ✓ | ✓ | ✓ |
| | Tags - Create tags and manage tag rules | ✓ | | |
| Lifecycle Management | Tags - Apply tags to documents | ✓ | ✓ | |
| | Set and receive notifications, alerts and deadlines | ✓ | ✓ | |
| | Create and fill custom contract summary information | ✓ | ✓ | |
| User Administration | Link documents (Amendments, MSAs, SOWs) | ✓ | | |
| | Add/remove users and manage access rights | ✓ | | |
| Reporting | Access analytics dashboard - document and deadline trends | ✓ | ✓ | |
| | Access deadline panel - view upcoming renewals, due dates, key terms, etc. | ✓ | ✓ | |
| | Export reports (Simple) - contains document titles, status, participants, etc. | ✓ | ✓ | |
| | Export reports (Advanced) - contains key terms, clauses, lifecycle info, etc. | ✓ | ✓ | |
| Document Workflows | Create ad-hoc approval workflows | ✓ | | |
| | Request approvals | ✓ | ✓ | |
| | Approve documents | ✓ | ✓ | |
| Repository Integrations | Out-of-the-box integrations to Google Drive, Box and Dropbox | ✓ | ✓ | |
| Two-Factor Auth | Setup two-factor authentication (2FA) for signature | ✓ | | |

Frequently Asked Questions

1. What is a seat?

Seats can be purchased for anyone in your organization and provides the access rights associated with each of your users. Three Seat types are available:

Creator Seats are your internal users that will have access to all features of Concord under the plan you subscribed to. You can control and define the specific roles and feature accesses for each Creator Seat.

Collaborator Seats are your internal users that will have the ability to perform limited document creation, editing, and collaboration actions as outlined under the plan you subscribed to.

Viewer Seats are your internal users that will have the ability to view and store documents, and export contract lifecycle information as outlined under the plan you subscribed to.

Please note that the Seat access rights and Subscription Plan features as defined in this Order are in the process of implementation in the System. As a result, you may temporarily benefit from additional features and access rights in your

users' accounts during this transition implementation process. Concord will collaborate with you in migrating your users' Seat access rights and Subscription Plan features to those outlined above.

2. Can I really invite, for free, external guests to collaborate on a document?

Yes, you can invite an unlimited number of external guests at no additional cost. Not only is it free for you, but it is also free for them too. External guests can only be invited to individual documents to collaborate with your internal users (redlining, signature, public comments) without access to any of the other features (access control, workflow, and reporting).

3. Is everything really included in Concord's subscription?

Yes, everything is included. At Concord, we believe that trust and transparency is at the foundation of a successful partnership. We believe that our customers have the right to know exactly what service they will get and what they will pay. That's why there is no extra cost, no hidden fees or hidden thresholds.

4. Do I need additional subscriptions for e-signature or storage?

No additional subscriptions are needed. Concord provides you with native and unlimited storage and e-signatures, to let you save costs. Concord can however integrate with many existing services (DocuSign, Dropbox, Box...) if you'd prefer to keep using these systems.

Upon Your signature and submission to Concord, this form will become a legally binding Order (as defined in the Concord Commercial Terms), unless changes not approved by Concord have been made. This Order is governed by the Concord Commercial Terms found at <https://www.concordnow.com/terms-of-service/>. The Seat access rights and Subscription Plan features as defined in this Order are in the process of implementation in the System. As a result, You may temporarily benefit from additional features and access rights in Your authorized users' accounts during this transition implementation process. Concord will collaborate with You in migrating Your authorized users' Seat access rights and Subscription Plan features as defined in this Order and on the Concord website at: <https://www.concordnow.com/pricing/>.

Signatures

concord

Signed on www.concordnow.com