

## LICENSE AGREEMENT

This License Agreement (the “**Agreement**”), dated as of September 6, 2019 (the “**Effective Date**”) is by and between Orlando/Orange County Convention & Visitors Bureau, Inc., a Florida not for profit corporation with offices located at 6277 Sea Habor Drive, Suite 400, Orlando, FL 32821 (“**Visit Orlando**”), Ari Fararoy LLC with an address of 2271 Duane St, Suite 2, Los Angeles, CA 90039 (“**Licensor**”). Visit Orlando and Licensor agree as follows:

1. Services. Visit Orlando hereby engages Licensor, and Licensor accepts such engagement, as an independent contractor to provide to Visit Orlando the services described on Schedule A (the “**Services**”) in connection with the audiovisual works described on Schedule A (the “**Work**”) during the term set forth on Schedule A. The parties may amend Schedule A to revise the services or include additional services by mutual written agreement in accordance with this Agreement. For purposes of clarity, all Services provided by Licensor shall be mutually agreed upon in good faith and are identified on Schedule A.

2. Payment. In full consideration of Licensor’s performance of the Services and all rights granted to Visit Orlando hereunder, and provided Licensor is not in a material uncured breach of this Agreement, Visit Orlando shall pay Licensor a guaranteed fee in the amount set forth on Schedule A (“**Fees**”), regardless if Visit Orlando shall use or publish the Work or not in accordance with the schedule set forth on Schedule A. Visit Orlando’s payment obligation is conditioned on Licensor’s performance of the Work and material obligations hereunder and Visit Orlando’s receipt of a fully executed copy of this Agreement and a properly completed IRS Form W-9 from Licensor (Visit Orlando acknowledges that it has already received Licensor’s W9 and payment vendor paperwork); however Visit Orlando may not unreasonably deny, withhold, or condition any such payment of Fees or any mutually agreed upon reimbursement(s) to Licensor so long as Licensor has not materially breached and / or cured any such material breach of this Agreement. Visit Orlando shall reimburse Licensor for any reasonable expenses incurred by Licensor and pre-approved in writing by Visit Orlando (Visit Orlando acknowledges that it will reimburse Licensor for a flight up to Five Hundred Dollars (\$500).

3. Licensor Responsibilities.

(a) Licensor shall perform the Services in a professional manner on a timely basis, as is considered industry standard, and in accordance with the criteria and specifications set forth in Schedule A and this Agreement’s terms and conditions.

(b) Unless otherwise set forth in Schedule A, or as otherwise mutually agreed in writing, Licensor shall furnish, at its own expense, the equipment, supplies, and other materials used to perform the Services.

(c) Unless otherwise set forth in Schedule A, or as otherwise mutually agreed in writing, , prior to delivery of each Work (as defined below), Licensor shall obtain from all persons who are, or whose property is, identified, depicted, or otherwise referred to in such Work, such written and signed license, permissions, waivers, and consents (the “**Permission**”) including those relating to publicity or privacy, as are or reasonably may be expected to be necessary for Visit Orlando to exercise its rights in such Work, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such person; and

(d) prior to or concurrently with the delivery of each Work, provide Visit Orlando with a copy of each such fully executed Permission, if applicable.

(e) Notwithstanding the foregoing, Visit Orlando shall obtain all location Permissions.

4. License.

(a) Grant of Rights. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Visit Orlando an exclusive, perpetual, sublicensable (in accordance with Section 4(c)), worldwide

right and license to reproduce, display, transmit, and distribute the Work, solely via digital media and social media, for purposes of advertising, marketing, publicity, and other commercial use. Licensor agrees that during the Term, Licensor shall not license the Work to any third party for any use whatsoever. Notwithstanding the foregoing, the parties' intent is that Licensor may use the Work in digital media, website or social media solely for the purpose of inclusion in Licensor's portfolio. Any modifications to the Work as delivered to Visit Orlando shall require Licensor's reasonable approval prior to any public usage.

(b) Waiver of Moral Rights. Licensor waives, to the extent permitted by applicable law, all rights of paternity, integrity, attribution, disclosure, withdrawal, and any other rights that may be known as "moral rights" ("**Moral Rights**") with respect to the use of the Work pursuant to this Agreement. To the extent this waiver is not permitted by applicable law, Licensor hereby agrees not to enforce such Moral Rights against Visit Orlando and its permitted successors, Visit Orlando's, and assigns.

(c) Sublicensing. Visit Orlando has the right to grant sublicenses of the rights granted under Section 4(a) in its sole and exclusive reasonable discretion, provided that all sublicenses will be subject to the terms and conditions of this Agreement.

5. Use of Licensor's Name, Likeness, and Information. Licensor hereby grants to Visit Orlando and its affiliates, and each of their respective direct and indirect successors, licensees, and assigns, the right to use Licensor's approved name and image, likeness, and biographical and professional information, as mutually approved on a case by case basis, in connection with the Work.

6. Credit. Any acknowledgment or credit of Licensor in connection with the Work, if any, shall be mutually agreed upon on a case by case basis.

7. Force Majeure. Neither Visit Orlando nor Licensor will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power. The impacted party shall give written notice to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts, to the best of their ability, to end the failure or delay and ensure the effects of such Force Majeure Events are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the impacted party's failure or delay remains uncured for a period of 10 consecutive business days following written notice given by it under this Section 7, either party may thereafter terminate this Agreement on written notice.

8. Term and Termination.

(a) The term of this Agreement commences as of the date of last signature below and, unless terminated earlier as provided herein, and will remain in force for a period of up to seven (7) years (the "**Term**").

(b) Visit Orlando may terminate this Agreement without cause on five (5) business days' written notice to the other party. In the event of termination pursuant to this clause, Visit Orlando shall pay Licensor on a pro-rata basis any Fees then due and payable for any Services completed up to the date of such termination, and will also pay Contributor for any reasonable pre-approved expenses incurred up until that date.

(c) Either party may terminate this Agreement, effective immediately on written notice to the other party, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the other party does not cure such breach within 10 consecutive business days after receipt of written notice of such breach.

(d) Upon any termination or expiration of this Agreement, all rights licensed under this Agreement will revert immediately to Licensor subject to the Wind-Down Period as expressly permitted below. Visit Orlando may retain one archived copy of the Work solely for the purpose of responding to claims or inquires relating to the Work and Visit Orlando will have a period of up to Thirty (30) days after such expiration or termination ("**Wind Down Period**") to continue commercial exploitation of the Work in accordance with the terms and conditions of its license hereunder.

(e) Any rights or obligations of the parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement, including representations, warranties, and indemnification obligations, will survive any such termination or expiration.

9. **Representations and Warranties.** Licensor hereby represents and warrants, to the best of his knowledge and ability, that (a) it is at least eighteen (18) years of age and has the right to enter into this Agreement, to grant the rights granted herein, and to perform fully its obligations in this Agreement; (b) it solely and exclusively owns the right, title, and interest in and to the Work in connection with Visit Orlando's uses permitted hereunder; (c) provision of the Services, and the exercise by Visit Orlando of the rights and license granted hereunder, do not, and will not, infringe or otherwise conflict with, the rights of any other person or entity; and (d) it will perform the Services hereunder in compliance with all applicable federal, state, and local laws and regulations. Licensor acknowledges that Visit Orlando is not a signatory to any guild, union, or other collective bargaining agreement and that this Agreement and Licensor's services are not subject to any such agreement.

10. **Indemnification.**

(a) **By Licensor.** Licensor shall indemnify, defend, and hold harmless Visit Orlando and its affiliates, officers, directors, employees, agents, approved sublicensees, successors, and assigns (each, a "**Visit Orlando Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or in connection with any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") relating to any: (a) material uncured breach by Licensor of any representation, warranty, covenant, or obligation under this Agreement, or (b) infringement or other violation of any intellectual property or other personal or proprietary rights of any person or entity resulting from the use of the Work by Visit Orlando or any of its sublicensees in accordance with this Agreement.

(b) **By Visit Orlando.** Visit Orlando shall indemnify, defend, and hold harmless Licensor and its affiliates, officers, directors, employees, agents, successors, and assigns (each, a "**Licensor Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, award, penalties, fines, fees, costs, or other expenses of any kind, including attorney's fees, arising out of any Third-Party Claim relating to any: (a) material uncured breach by Visit Orlando of any representation, warranty, covenant, or obligation under this Agreement, or (b) infringement or other violation of any intellectual property rights of any person or entity resulting from Visit Orlando's use of the Work; except to the extent any such Third-Party Claim relates to the use of the Works in accordance with this Agreement or otherwise is covered by Licensor's indemnity obligations in Section 9(a).

11. Relationship of the Parties.

(a) Licensor is an independent contractor of Visit Orlando, and this Agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Licensor and Visit Orlando for any purpose. The parties have no authority (and shall not hold themselves out as having authority) to bind the other party and shall not make any agreements or representations on the other party's behalf without such party's prior written consent.

(b) Licensor is not eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Visit Orlando to its employees.

(c) Visit Orlando is not responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Licensor's behalf. Licensor is solely responsible for all such taxes or contributions, including penalties and interest. Licensor shall be responsible for, and shall indemnify Visit Orlando against, all such taxes or contributions, including penalties and interest.

(d) Any persons employed or engaged directly by Licensor in connection with the performance of the Services must be Licensor's employees or contractors and Licensor shall be fully responsible for them and indemnify Visit Orlando against any claims made by or on behalf of any such employee or contractor. Licensor shall require each such employee and contractor to execute written agreements securing for Visit Orlando all rights granted to Visit Orlando in this Agreement prior to such employee or contractor providing any Services under this Agreement.

12. Miscellaneous.

(a) Licensor may not rescind this Agreement or enjoin or interfere with Visit Orlando's production, distribution, exploitation, advertising, or promotion of the Work unless Visit Orlando is has committed a material uncured breach.

(b) No waiver by any party of any of the provisions hereof will be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(c) This Agreement is personal to Licensor. Licensor shall not assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations or performance, under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. Visit Orlando may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement, so long as any such assignment or transfer is within the scope and spirit of this Agreement. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(d) This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims are governed by the laws of Florida, without giving effect to any conflict of laws provisions thereof. Either party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Orange County, FL and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding.

(e) This Agreement, including any exhibits and schedules incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement nor invalidate or render unenforceable such term or provision in any other jurisdiction.

(f) Licensor shall not disclose this Agreement, in whole or in part, or any information about this Agreement or the Work without Visit Orlando's prior written consent, except that Licensor may disclose such information solely to those representatives or colleagues of Licensor who have a need to know in order for Licensor to provide the Services. Except as permitted herein, Licensor shall not identify Visit Orlando as a customer or use Visit Orlando's name or logo in any customer lists or for any other marketing or promotional purposes without Visit Orlando's prior written permission in each instance; however, Visit Orlando acknowledges that Licensor may use the Work in an archival manner for showcasing the work in a portfolio. Such permission is at Visit Orlando's sole discretion and may be revoked at any time. Visit Orlando maintains the right, in its sole discretion, to release this Agreement (i) when prudent to do so in response for 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 in its reasonable good faith judgement.


(g) The parties shall each carry insurance in types and amounts sufficient to satisfy their respective obligations under this Agreement.


(h) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Agreed and accepted:

**ORLANDO/ORANGE COUNTY  
CONVENTION & VISITORS BUREAU, INC.**

**LICENSOR  
ARI FARAROY LLC**

By:   
Name: Tracy Henrich  
Title: COO/CEO

DocuSigned by:  
By:   
Name: Ari Fararoy  
Address: 2272 Duane St.,  
Los Angeles, CA 90039

## SCHEDULE A

### SERVICES

Work: Six (6) short videos showcasing Orange County/Orlando, any and all details of which are subject to prior written mutual approval, including but not limited to any video's length, duration, creative concept, and otherwise (the "Videos").

Description of Services: Licensor shall produce the Videos in accordance with the following:

- Locations (the following locations are tentatively agreed to ...)
  - Downtown Orlando (transition of DPPAC, Exploria Stadium, Amway Arena, Lake Eola)
  - West Orange Bike Trail/Downtown Winter Garden
  - Shopping at Disney Springs
  - International Drive (OVC, OCCC, Star Flyer or the Wheel, Pointe Orlando)
  - EcoTourism – Discovery Cove
  - Universal's Aventura Hotel – rooftop bar/dining
  - It is mutually agreed that these locations are tentative, and may change on a case by case basis, as directed by Visit Orlando, and as agreed to by Licensor based on creative concept, in the event of weather, or any other reason.
- Timeline (tentative and subject to mutual approval)
  - Production 9/11-9/12
  - 1<sup>st</sup> 2 videos delivered – 9/30
  - 2<sup>nd</sup> 2 videos delivered – 10/7
  - 3<sup>rd</sup> 2 videos delivered – 10/14

Licensor shall provide all Services in a first-class, professional manner in accordance with generally recognized standards for audiovisual production in the entertainment industry.

Visit Orlando to obtain/provide:

- Round-trip Airfare for one (1) person. All details about airfare for Licensor are subject to mutual approval, including any flight times, airlines, and otherwise. Licensor will book his own flight, for which Visit Orlando shall reimburse up to Five Hundred Dollars (\$500).
- One hotel room, if requested by Licensor. Subject to availability, the room shall be a standard guestroom. All details of Licensor's accommodations are subject to Licensor's reasonable approval, including any hotel, room, and otherwise.
- One (1) rental vehicle at no expense to Licensor. All details of any such rental vehicle are subject to Licensor's reasonable approval, including vehicle type, rental company, and otherwise.

Payment: Visit Orlando shall pay Licensor a guaranteed fee of Fifty Thousand Dollars (\$50,000) for the Services and license grant, which shall be net of any and all taxes, fees, dues, or otherwise, as follows:

- Twenty Five Thousand Dollars (\$25,000) within fifteen (15) days of full execution of this agreement
- Twenty Five Thousand Dollars (\$25,000) within fifteen (15) days of final delivery of all videos after full acceptance by Visit Orlando, which will not be unreasonably withheld. Visit Orlando shall have up to two (2) rounds of review and approval for each single video. Once Licensor has delivered a version of any content or video to Visit Orlando for review and approval, Visit Orlando shall put any and all of their notes or comments in one (1) single message. This single message will be considered one (1) round of approval.