



Master Service Agreement Amendment No 1

PARTIES, SERVICES, & PRICING**Outreach Information**

Outreach Corporation ("Outreach", "us", "we", or "our")
 1441 N. 34th Street, Suite #100
 Seattle, WA 98103 United States

Prepared by: Andrew Henningsen
 Quote #: Q016170
 Quote Valid Until: 09/12/2018

Customer Information

Orlando/Orange County Convention & Visitor's Bureau, Inc, a Florida corporation also doing business as "Visit Orlando" ("Customer", "You" or "Your")
 6700 Forum Drive, Suite 100
 Orlando, FL 32821 United States

Prepared for:

Stephanie Naegele
 stephanie.naegele@visitorlando.com
 (407) 363-5800

Bill to (receives invoices):

Michael Townes
 michael.townes@visitorlando.com
 4075365802

Services Start Date	Initial Term	Renewal
10/09/2018	12 months	12 months

Pricing Summary

Services Renewal				
			Total:	\$10,560.00

CONFIDENTIAL & PROPRIETARY

This document is exclusively for commercial use between Outreach, and Customer, and is considered Confidential Information according to the Terms, not to be disclosed to third-parties unless such disclosure is explicitly permitted under this Agreement.



This amendment (the "Amendment") is made as of 10/09/2018 by and between Outreach Corporation ("Outreach", "us", "we", or "our") and Orlando/Orange County Convention & Visitor's Bureau, Inc, a Florida corporation also doing business as "Visit Orlando" ("Customer", "You" or "Your"), Parties to that Master Service Agreement bearing a Start Date of 10/09/2017 (the "Agreement").

All capitalized terms contained in this Amendment shall have the meanings as provided in the Agreement, unless otherwise defined herein. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this Amendment and the Agreement or any earlier amendment to the Agreement, the terms of this Amendment will prevail.

The Parties hereby acknowledge and agree that the Agreement is modified as follows, effective as of 10/9/2018 ("Effective Date"):

- The Services section of the Pricing Summary table as shown above in the most recent Order or amendment to the Agreement, as applicable, is hereby modified to change the quantity or price of the following Services ("Updated"), modified to add the following Services ("New"), and/or modified to remove the following Services ("Removed").

 "A|01|02 – Outreach Platform – Annual – Seats (Admin) quantity" is Updated by increasing the quantity to 2.
- The following is deleted from the fourth sentence of Section 5.4 of the Terms: "To the extent termination is not due to Your material, uncured breach of this Agreement (including but not limited to non-payment of any invoice)" so that such sentence begins with "Outreach will provide you with access to Your Data ...[...]."
- The following is added to the end of Section 4.3 of the Terms: "The foregoing notwithstanding, for the first two Renewal Terms, the Service Fees shall not be increased by more than three percent (3%), except for variable fees, such as per minute fees for Outreach Voice Services, which are determined by the underlying providers.."
- The following is added to Section 6.3 of the Terms, as subsection (v): "Notwithstanding the foregoing, Customer maintains the prerogative in its sole discretion either to release the terms and conditions of 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 Customer, (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. Customer may also disclose the terms and conditions of this Agreement to governmental entities when required to do so by contract."
- The phrase "ONE HUNDRED THOUSAND U.S. DOLLARS (US\$100,000)" in Section 10.3 of the Terms is hereby deleted and replaced with the phrase "FIVE HUNDRED THOUSAND U.S. DOLLARS (US\$500,000)".
- The Outreach Voice Service, if purchased under this Agreement, is additionally subject to the terms and conditions as described in Exhibit 1 attached hereto, which replaces the prior Outreach Voice Terms in their entirety.

In Witness Whereof, the Parties have executed this Amendment as of the Effective Date listed above.

Outreach Corporation (Authorized signatory only)		Customer (Authorized signatory only)	
Printed Name:	Nina DeHaas <small>Document ID: EC0A8B5C78892405...</small>	Printed Name:	Stephanie Naegle <small>Document ID: EA06CD346BFE4F0...</small>
Signature:		Signature:	
Date:	9/28/2018 1:37 PM PDT	Date:	9/28/2018 12:45 PM PDT



**Exhibit 1 to Outreach Services Order Form
OUTREACH VOICE SERVICE, TERMS AND CONDITIONS**

Outreach provides telephony support within the Outreach application, and integrated into Salesforce, to help customers execute their calling workflows (“**Outreach Voice**”).

1. Functionality Usage Billing

Usage of Outreach Voice is billed monthly based on your Outreach Voice package, and is not included as part of Your current seat pricing. Costs incurred will be based on the package You have selected. More details and updates may be found at: <https://support.outreach.io/hc/en-us/articles/217169328>

Per-minute Usage, Phone Numbers, Outreach Voice Usage (Unlimited):

- Customer will receive the number of minutes and phone numbers associated with the package chosen. Minutes and phone numbers used above the package amount (including international and local presence numbers) will be billed at rates specified in the link above.
- If Customer opts for a package with unlimited minutes, Customer will be charged as a flat monthly per seat charge, for all usage associated with the product. Additional numbers (including local presence numbers) outside the specified package restrictions will be charged on a per phone number basis in accordance with the pricing found in the link above.

Other Outreach Voice Services:

- Usage of Call recording
- Storage of voice media
- Conference lines reserved
- Conference line usage per minute
- Call transcription
- Voice Trace diagnostic tool

More information about the capabilities of Outreach Voice can be found on our Voice support page:

<https://support.outreach.io/hc/en-us/articles/218006087-Outreach-Voice-Overview>

2. International Pricing and Pricing Updates

With respect to international pricing which is billed based on variable rates depending on the country, as various telecommunication partners around the world adjust their rates for connecting calls in certain areas of the world, it is possible for rates to change periodically. It is also possible for rates to decrease as Outreach gains the benefits of volume pricing. Customers can get up to date information on pricing through the link in Section 1 above.

3. Voice Trace diagnostic tool

The Voice Trace diagnostic tool (“Voice Trace”) captures additional data contained in RTP packets (beyond the standard call metadata captured) regarding calls made using Outreach Voice, which data can then be used to optimize call quality. Such additional information includes recording timestamp, header information, and the audio payload. This additional data is deleted thirty (30) days after capture. Voice Trace is only enabled upon Customer’s request, and can be activated for specific time window(s), to analyze each and every inbound and outbound call dialed to/from an Authorized User’s account during the specified time window. In connection with its use of Voice Trace, Customer warrants and represents (i) that Voice Trace will only be used for calls taking place within the US; (ii) that its Authorizes Users and any other of its agents to be recorded using Voice Trace have been notified that they will be recorded; and (iii) that Customer will also obtain from any other parties participating on any such call their agreement to be recorded, if so required by applicable state and federal law.

4. Outreach Voice Terms of Use

If the Order includes Outreach Voice, You agree to these Terms of Use, and You also agree to be billed monthly based on Your consumption of the list of Outreach Voice services detailed above per the linked pricing sheet.

You understand and agree that (i) neither Outreach Voice nor any Service is intended to support or carry emergency calls to any emergency services such as public safety answering points; (ii) we will not be held liable for any claim, damages or loss (and You hereby waive any and all such claims or causes of action), arising from or relating to Your (or agents or end-users) inability to use Outreach Voice or any Service to make such emergency calls. Outreach may disable the phone numbers provided to You if unused or substantially underused for sixty (60) days, or if Your subscription to the Services, account or rights to access and/or use the Service is otherwise suspended, terminated, or cancelled.

We will comply with all applicable International and U.S. state and federal laws in our provision of the Outreach Voice service and our processing of Your Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. However, You are solely responsible for Your operation of Outreach Voice service in compliance with all applicable laws, including but not limited to telephone recording and wiretapping laws, which generally require an announcement that a recording is being made, at the beginning of the recording, and the opportunity for the other party to consent or to end the conversation. You must ensure that proper consent to record is obtained prior to making any such recording. We recommend that You always secure consent before recording.

While Outreach Voice provides features to help you comply with call recording laws, regulations and rules, we make no representations or warranties with respect to call recording.

Certificate of Completion

Envelope Id: 904813A64DB24087BE589C621E82B9C3

Status: Completed

Subject: Outreach - Please sign to start accelerating your sales today!

Source Envelope:

Document Pages: 3

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Andrew Henningsen

AutoNav: Enabled

1441 N 34th Street

Envelopeld Stamping: Enabled

Suite 100

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98103

andrew.henningsen@outreach.io

IP Address: 136.147.62.8

Record Tracking

Status: Original

Holder: Andrew Henningsen

Location: DocuSign

9/28/2018 12:37:08 PM

andrew.henningsen@outreach.io

Signer Events

Stephanie Naegele

stephanie.naegele@visitorlando.com

Vice President Of Sales Operations

Visit Orlando

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 EA08CD346BFE4F0...

Signature Adoption: Pre-selected Style

Using IP Address: 64.128.248.174

Timestamp

Sent: 9/28/2018 12:37:09 PM

Viewed: 9/28/2018 12:44:54 PM

Signed: 9/28/2018 12:45:05 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nina DeHaas

nina.dehaas@outreach.io

Manager, CS

Outreach Corporation

Security Level: Email, Account Authentication (None)

DocuSigned by:

 ECA8B5C78592405...

Signature Adoption: Pre-selected Style

Using IP Address: 74.85.92.138

Sent: 9/28/2018 12:45:07 PM

Resent: 9/28/2018 1:01:00 PM

Viewed: 9/28/2018 1:36:32 PM

Signed: 9/28/2018 1:37:53 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Michael Townes

michael.townes@visitorlando.com

Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/28/2018 12:37:09 PM

Electronic Record and Signature Disclosure:

Accepted: 8/23/2017 7:27:47 AM

ID: a168bf3c-be6d-4863-b5f8-7457e93180db

Carbon Copy Events**Status****Timestamp**

Andrew
andrew.henningsen@outreach.io
CSM
Outreach
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 9/28/2018 1:37:54 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	9/28/2018 1:37:54 PM
Certified Delivered	Security Checked	9/28/2018 1:37:54 PM
Signing Complete	Security Checked	9/28/2018 1:37:54 PM
Completed	Security Checked	9/28/2018 1:37:54 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Outreach (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Outreach:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: manny.ortega@outreach.io

To advise Outreach of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at manny.ortega@outreach.io and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Outreach

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to manny.ortega@outreach.io and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Outreach

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to manny.ortega@outreach.io and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Outreach as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Outreach during the course of my relationship with you.