



Agility License Term (ALT-09262019SS) for Orlando/Orange County Convention & Visitors Bureau, Inc. d/b/a Visit Orlando

Project Name: Commerce Site
Created on: September 26, 2019
Created by: Sufyan Shahid

Prepared for: Larry Henrichs
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Purpose of the account

- Annual Agility Licensing Fee for Visit Orlando's Commerce website - <https://tickets.visitorlando.com/>

Licensing, Support & Hosting

Item	What's Included	Yearly
Licensing		
Base Agility License	Domain: Tickets.VisitOrlando.com Agility Instance Access Shared Content Media and Documents User Generated Content Website Profiles Database Performance Level #0 (Default) - Max=10DTU	\$5,000
Content Editors	Up to 50 users	\$15,000
Multiple Languages	2 Languages on the website	\$1,500
Multi-Channel	2 Channels/microsites in total (including initial channel) Note: Used for POS API Layer.	\$2,000
Bing Web Search	Up to 10,000 searches per month Web Search Image Search Video Search News Search Overages: \$100 per month per 10,000 searches	\$1,000
Support		
Standard	Unlimited # of Tickets Email, Support Site Support, and Phone Support Included Proactive CMS updates 9-5 EST editor support Online incident submission Maximum initial response time – Critical ¹ < 1hrs Maximum initial response time – Non-Critical < 8 hours Full SLA agreements with 99.95% uptime guarantee	\$8,000
Hosting		
Digital Content Storage and Content Delivery Network – DCS2	100GB Storage 200GB/mth Bandwidth Overages Charged at: Bandwidth: \$1/GB/mth Storage: \$5/GB/mth	\$1,000

Dedicated Production Hosting - Medium	Dedicated Load Balanced Servers – 2 x Medium (2 cores, 3.5GB RAM) - PRODUCTION Fully Managed and Monitored Environment	\$7,200
Premium SSL Certificate	Premium SSL (EV) – Single Domain Purchase, installation, and management Management of EV vetting of you and your organization Yearly renewal included	\$1,000
Total (Per Year)		\$41,700

¹Critical is defined as the website or Agility is down or content cannot be published

Subscription and Payment Terms

Schedule and Payment Terms	
Subscription	The Term of the Subscription will commence as of the 1st of November, 2019 and will continue for a period of one (1) years ("Initial Term"). The Term shall automatically renew for an additional period of one (1) year unless either party provides the other notice of non-renewal or material change at least 90 days prior to the end of the relevant Term. Signing a one (1) year Initial Term ensures no price increases for the duration of the Initial Term. The only additional costs during this term would be from adding additional licensing.
Invoice	Billing is Annual and will be invoiced 30 days before the commencement date/renewal.

Signing - ALT-09262019SS

Client: Orlando/Orange County	
 <small>Larry Henrichs (Sep 26, 2019)</small>	
As per:	Larry Henrichs COO/CFO
Date:	Sep 26, 2019

Appendix - Terms

All the terms in the MSA will override the terms below. This agreement supersedes the prior ALT-08122019SS.

This Agreement. These terms and conditions govern certain development and similar services performed by Agility Inc (“Agility”, “we”, “us” and similar words) for its Customer (“Customer”, “you”, “your” and similar words). It is in combination with the Agility Customer Agreement found at <http://agilitycms.com/customeragreement> and serves as the entire Agreement between our two Companies. By signing this Proposal, you warrant that you have the authority to bind your company to both documents.

Subscription. The Subscription includes the use of any ongoing Services that include software licensing, website hosting, support plans, and/or any ongoing products or professional services we provide. Agility has the right to increase the licensing by up to 5% per year to compensate for inflation and increased yearly features and support. The Service Level Agreement for all Subscriptions can be found at <http://agilitycms.com/service-level-agreement>.

Fees and Taxes. The fees for the Services and/or Subscriptions are set forth in the Agreement and are in US Dollars. We will follow the proposed payment schedule and you are responsible to pay any invoices within 30 days of delivery (the due date). Applicable taxes may apply as well. Overdue amounts accrue interest at the RBC annual prime rate plus 4%, compounded monthly. If you do not pay fees when they are due, we will provide either verbal, email or written notice that we may suspend any Services and/or Subscriptions.

Ownership of Work Product; License of Pre-Existing Work. Subject to and upon payment by you for the applicable Services, and subject also to the Agreement, (i) any work created by us for you as an original work in the course of the performance of the Services shall be your property, and we shall and hereby do assign such work and all intellectual property rights therein to you. Notwithstanding anything in the Agreement, the Agility CMS (Content Management System) and all improvements, upgrades and updates to it, are the property of Agility Inc.

Case Study. Agility Inc. (“Agility”) may request the use of your name and/or logo in press material, web site, and other promotional material. Agility may also publish a case study outlining the success of the Project, provided that it does not disclose any confidential information.

Signature: *Sufyan Shahid*
Sufyan Shahid (Sep 26, 2019)

Email: sufyan@agilitycms.com