


Nielsen Service Agreement

	
Name of Client:	Orlando/Orange County Convention & Visitors Bureau, Inc. (dba Visit Orlando) (a Florida not-for-profit corporation)
Street Address:	6277 Sea Harbor Drive, Suite 400
City, State, Zip Code:	Orlando, Florida 32821
Effective Date:	November 13, 2019
Expiration Date:	November 12, 2020

Description of Service

Nielsen will provide the described data, information, technology and related services (the "Service") including the following data and information ("Nielsen Information") and Client is granted a limited, non-exclusive license to use the Service and Nielsen Information as set forth in this agreement ("Agreement"):

NIELSEN INFORMATION	ANALYSIS PERIOD
Nielsen Ad Intel (Ebiquity) – Summary Level Media Spend Report List of top 14 media spenders per tourism board category across H1 2019 with spend data separated by brand and media type Market: Brazil only Media Types: all available in Brazil (TV, print, desktop (banner/display), radio, OOH, cinema) Categories: Tourism Boards (National, Regional, City/Local) Delivery: Excel file to be delivered upon execution of this Agreement	January 2019 – June 2019

Client agrees to pay a Fee of \$6,380 for the Service set forth above, to be invoiced in full upon execution of this Agreement. Fees are due when invoiced and are payable within thirty (30) days of the date of the invoice. Client agrees to pay interest at 1.5% per month (or, if lower, the maximum legal rate) from the date originally due until payment is received by Nielsen on all amounts thereafter. Client is responsible for all value-added, goods and services, sales, use and similar taxes due with respect to the Service or Nielsen Information. The grant of license may be suspended by Nielsen at any time in the event that Client fails to perform its payment or other obligations set forth herein. Such suspension shall not suspend or otherwise affect Client's obligations set forth herein.

Use and Disclosure; Confidential Information

Service and the Nielsen Information are made available to Client for its confidential internal use within the United States of America in connection with the advertising of its services. Client may only use the Services internally except that Client may disclose "Limited Excerpts" (meaning Nielsen Information that is not of sufficient quantity or quality as to have independent commercial value, as determined by Nielsen in its sole discretion) (i) to its media planning and/or ad-buying services, and (ii) in aggregated form as reasonably required for presentations to third parties, provided that no such third party shall be entitled to retain a copy thereof; in each case, provided, however, that any disclosure must be accurately sourced to Nielsen, not claim Nielsen as the source of any independently generated information, and not be presented in a misleading manner. Client may provide the Nielsen Information to a third party which has entered into Nielsen's then standard form of agreement for such third party, as established by Nielsen in its sole discretion. At its sole discretion, Nielsen may decline to enter into such agreement or grant a third party access or rights to Nielsen Information, and Nielsen reserves the right to charge for such access. Nielsen is not responsible for the accuracy of information produced by such third party from Nielsen Information.

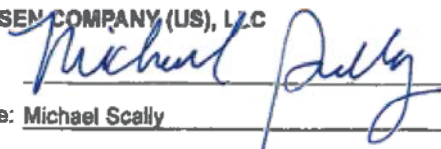
Nielsen Ad Intel Service is based, in part, on data or information from third parties. Nielsen may discontinue furnishing such Service or any portion thereof to the extent any such third party data or information ceases to be available to Nielsen for any reason, in which case the applicable Fees shall be adjusted on a pro-rata basis.

No Service or Nielsen Information may be used in any legal or administrative proceeding. Client shall not decompile, reverse engineer, disassemble, sublicense, distribute, dispose of, modify, adapt or translate, or remove any proprietary or copyright legend from, any Service or Nielsen Information.

This Agreement, including the Terms and Conditions set forth on the reverse of this page, contains the entire understanding of the parties with respect to the provision of Service and Nielsen Information furnished hereunder and supersedes all previous discussions and agreements relating thereto. This Agreement may not be modified or amended except in a writing executed by the parties. Any "purchase order" or similar document received from Client shall be for billing reference only and, notwithstanding any terms and/or conditions set forth therein, such document shall not take precedence over this Agreement in any manner whatsoever. No waiver by a party of any breach of this Agreement shall be deemed a waiver of any prior or subsequent breach.

THE NIELSEN COMPANY (US), L/C

By

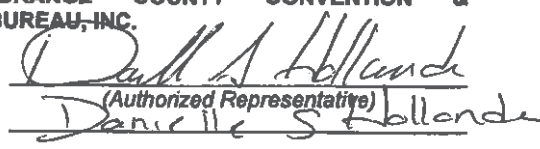


Print Name: Michael Scally

Print Title: Vice President, Finance

ORLANDO/ORANGE COUNTY CONVENTION & VISITORS BUREAU, INC.

By


(Authorized Representative)

Print Name: Danielle S. Hollander

Print Title: cmo

TERMS AND CONDITIONS ON REVERSE

1. Changes to Service; Charges

1.1 Nielsen may, from time to time, in its sole discretion, make changes to the Service or Nielsen Information or portion thereof including, without limitation, formats, schedules, specifications and/or techniques.

1.2 In the event of a change to the Service or Nielsen Information, Nielsen may, upon thirty (30) days' prior written notice, adjust the Fees therefor. Such Fee change shall become effective on the date stated in Nielsen's notice unless, within fifteen (15) days after such notice, Client notifies Nielsen in writing of its refusal to accept the Fee change, in which event Service and Client's license to the Nielsen Information shall terminate as of the effective date of the change; provided, however, that Nielsen may, in its sole discretion, elect to rescind the Fee change, in which case this Agreement shall continue in full force and effect.

2. Warranties, Limitation of Liability, Exclusive Remedy and Indemnification

2.1 Disclaimer of Warranties. NIELSEN DISCLAIMS, AND CLIENT HEREBY WAIVES, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, TO CLIENT OR TO ANY THIRD PARTY, CONCERNING THE SERVICE OR NIELSEN INFORMATION PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NONINFRINGEMENT. The foregoing disclaimer shall not act as or constitute an admission by Nielsen that the Service or Nielsen Information constitutes goods, commodities or tangible personal property under applicable law.

2.2 Limitation of Nielsen's Liability; Exclusive Remedies. Nielsen will not be liable, in contract, tort (including negligence) or otherwise, for any loss, expense or damage of any kind including, without limitation, special, incidental or consequential damages, due to any failure to provide the Service or Nielsen Information or resulting from any errors or inaccuracies in the Service or Nielsen Information or its use by Client or others. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, NIELSEN SHALL NOT BE LIABLE FOR ANY CLAIM BROUGHT AFTER THE SHORTER OF ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED OR MORE THAN TWO (2) YEARS AFTER THE TERMINATION OF THIS AGREEMENT. THESE REMEDIES ARE EXCLUSIVE.

2.3 Indemnity. Client agrees to indemnify and hold Nielsen harmless from and against all claims, damages, loss or expenses (including attorneys' fees) arising, directly or indirectly, from Client's use of the Service or Nielsen Information.

3. Termination

3.1 Termination by Nielsen. This Agreement and grant of license provided hereunder may be terminated by Nielsen on any date specified by Nielsen (i) if Client has failed to perform any one or more of its payment or other obligations hereunder, (ii) if Nielsen is or will become unable for any reason beyond its control to perform its obligations hereunder, or (iii) if Nielsen is terminating such license to all clients then subscribing to a class of such license.

3.2 Return of Materials upon Termination. Upon termination or expiration of this Agreement, (i) Client shall discontinue use of the Service and Nielsen Information and all rights and licenses granted to Client to use the Service and Nielsen Information shall cease and terminate immediately and (ii) Client shall remove the Nielsen Information from its systems and records, destroy tangible forms thereof, and certify such removal/destruction in a written form satisfactory to Nielsen.

4. General Provisions

4.1 Reference Supplement. As applicable, the National Reference Supplement and/or the Local Reference Supplement (as amended by Nielsen from time to time) are incorporated herein by reference and made part of this Agreement. Attention is directed to the definitions, reminders and information concerning sampling methods, sample size, statistical interpretation and other related matters and information contained or referred to in the Reference Supplements.

4.2 Survival. The rights and obligations of Nielsen and Client set forth in Sections 2.1, 2.2, 2.3, 3.2, 4.2, 4.6 and 4.7 shall survive the termination of this Agreement.

4.3 Force Majeure. In the event Nielsen is delayed in or prevented from performing any act required hereunder due to failure of any communication system or on- or off-line computing equipment, labor troubles, inability to procure materials, governmental or judicial orders, acts of God, acts of terrorism, weather conditions, third party interference or other similar reason beyond its control, then performance of such act shall be excused for the period of such delay.

4.4 Independent Contractor Relationship. The parties to this Agreement are independent contractors and neither shall have authority to bind or obligate the other.

4.5 Assignment. Nielsen reserves the right to assign its rights and obligations under this Agreement to an affiliate of Nielsen or a successor to all or substantially all of the business of Nielsen, and reserves the right to have any services rendered by such affiliate or successor. Client may not assign its rights or obligations under this Agreement.

4.6 Injunctive Relief. Any breach of the "Use and Disclosure" provisions of this Agreement may cause irreparable harm to Nielsen, for which Nielsen's remedies at law will not be adequate. Nielsen shall be entitled to injunctive relief without having to prove irreparable injury, lack of an adequate remedy at law, posting bond or waiving any other rights.

4.7 Governing Law. This Agreement shall be governed by the laws of the State of Illinois, United States of America, without regard to its choice of law provisions. The parties agree to the exclusive personal jurisdiction of the State and Federal courts located in Chicago, Illinois for purposes of determining all disputes arising in connection with this Agreement and hereby waive all objections to venue in those courts.