

VISIT ORLANDO GENERAL TERMS & CONDITIONS

1. **Applicability.** These terms and conditions are between Orlando/Orange County Convention & Visitors Bureau, Inc. ("Visit Orlando") and W5, Inc. ("Service Provider"). The Statement of Work attached as Exhibit A ("Offer") is an offer by Visit Orlando for the purchase of the services provided by Service Provider in accordance with and subject to these terms and conditions (these "Terms" together with the Offer, this "Agreement"). This Agreement constitutes the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Offer, these Terms shall govern. This Agreement is not effective until the Terms are signed by duly authorized representatives of both Visit Orlando and Service Provider. Upon execution by both parties, this Agreement will begin on March 1, 2020 and will terminate on February 1, 2023.

2. **Services.** Service Provider shall provide the services to Visit Orlando as described in the Offer (the "Services") in accordance with these Terms. Service Provider shall maintain all necessary licenses and consents, and comply with all relevant laws, applicable to the provision of the Services. Service Provider may not engage any subcontractors to provide Services to Visit Orlando without Visit Orlando's prior written consent. Service Provider shall ensure that (i) all persons acting for or on behalf of the Service Provider are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services to perform the Services; and (ii) all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Visit Orlando.

3. **Fees; Payment Terms; Set-off.** In consideration for the satisfactory provision of the Services by Service Provider, Visit Orlando agrees to pay the fees set forth in the Offer, which may be an estimate. In no event shall the total fees payable exceed the estimate without the prior written consent of Visit Orlando. Service Provider shall issue invoices to Visit Orlando and Visit Orlando shall pay all properly invoiced amounts due to Service Provider within 45 days after Visit Orlando's receipt of such invoice, except for any amounts disputed by Visit Orlando in good faith. Without prejudice to any other right or remedy it may have, Visit Orlando may set off at any time any amount owing to it by Service Provider against any amount payable by Visit Orlando to Service Provider.

4. **Intellectual Property.**

(a) **Deliverables.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Visit Orlando under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by Visit Orlando. Service Provider agrees and shall cause its employees and any permitted subcontractors (collectively, "Service Provider Personnel") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Visit Orlando. To the extent that any of the Deliverables do not constitute a "work made for hire," Service Provider hereby irrevocably assigns, and shall cause the Service Provider Personnel to irrevocably assign to Visit Orlando, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. The Service Provider shall cause Service Provider Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Service Provider Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

(b) **Visit Orlando Materials.** As between Visit Orlando and Service Provider, all materials provided by Visit Orlando to Service Provider, including but not limited to photos, videos, copy, trademarks, tradenames, designs, and logos (collectively, "Visit Orlando Materials"), and the Intellectual Property Rights thereof, belong to Visit Orlando. Visit Orlando hereby grants to Service Provider a revocable, non-exclusive, non-transferable, non-sublicensable right and license to use the Visit Orlando Materials solely to the extent necessary to provide the Services during the term of this Agreement. Service Provider shall submit examples of all proposed uses of the Visit Orlando Materials to Visit Orlando for Visit Orlando's prior written approval in its sole discretion. Service Provider shall use Visit Orlando Materials strictly in accordance with Visit Orlando's trademark usage guidelines and other standards as may be updated from time to time. Service Provide shall not use, register, or attempt to register in any jurisdiction any material incorporating any of or confusingly similar to the Visit Orlando Materials. All uses of the Visit Orlando Materials, and all goodwill associated therewith, shall

insure solely to the benefit of Visit Orlando and Visit Orlando shall retain all Intellectual Property Rights in the Visit Orlando Materials.

5. **Confidential Information.** All non-public, confidential or proprietary information of Visit Orlando, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to Visit Orlando's pricing and marketing (collectively, "**Confidential Information**"), disclosed by Visit Orlando to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Service Provider without the prior written consent of Visit Orlando. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Service Provider at the time of disclosure; or (iii) rightfully obtained by Service Provider on a non-confidential basis from a third party. Service Provider shall use the Confidential Information only for the purpose of providing Services under this Agreement. Visit Orlando shall be entitled to injunctive relief for any violation of this Section. Service Provider acknowledges and agrees that Visit Orlando may release the terms of this Agreement to governmental entities when required to do so by contract.
6. **Representations and Warranties.** Service Provider represents and warrants to Visit Orlando that (i) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; (ii) it is in compliance with, and shall perform the Services in compliance with, all applicable laws; and (iii) the Services will be in conformity in all respects with all requirements or specifications stated in this Agreement.
7. **General Indemnification.** Service Provider shall defend, indemnify and hold harmless Visit Orlando, its affiliates, successors or assigns and its and their respective directors, officers, shareholders and employees and Visit Orlando's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or related to (i) the Services; (ii) Service Provider's negligence, willful misconduct or breach of this Agreement; or (iii) any claim that Visit Orlando's use of the Services infringes upon or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. Service Provider shall not enter into any settlement without Visit Orlando's or Indemnitee's prior written consent.
8. **Limitation of Liability.** Visit Orlando's entire liability under this Agreement for any cause whatsoever, regardless of the form of action (whether in contract, in tort, including negligence or otherwise) will be limited to general money damages actually incurred by Service Provider (and no other relief) and shall not include liability for any indirect, consequential, or special damages or lost or anticipated profits or benefits, irrespective of whether or not Visit Orlando has notice that such damages have accrued or might accrue.
9. **Termination.** Visit Orlando may terminate this Agreement with immediate effect upon written notice to Service Provider if Service Provider (i) has not performed or complied with any of the terms of this Agreement; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Visit Orlando may terminate this Agreement at any time without cause and without liability (except for payment for Services satisfactorily rendered before the termination date) by providing at least 30 days' prior written notice to Service Provider. In the event of any termination, Service Provider shall promptly refund to Visit Orlando any advance fees paid by Visit Orlando for Services not provided by the date of termination (on a pro-rata basis or as otherwise applicable).
10. **Insurance.** During the term of this Agreement, Service Provider shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to: (i) commercial general liability (including product liability) in a sum no less than \$2,000,000 per occurrence; (ii) workers compensation insurance to the extent required by law with no less than \$100,000 for employers' liability; (iii) business automobile liability for all owned, non-owned, and hired vehicles with limits of not less than \$500,000 per occurrence; and (iv) fidelity insurance with a limit of no less than \$1,000,000. Upon Visit Orlando's request, Service Provider shall provide Visit Orlando with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Visit Orlando as an additional insured. Service Provider shall provide Visit Orlando with 30 days' advance written notice in the event of a cancellation or material change in Service Provider's insurance policy. Except where prohibited by law, Service Provider shall require its insurer to waive all rights of subrogation against Visit Orlando's insurers and Visit Orlando.

11. General. No waiver by Visit Orlando of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Visit Orlando. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. Service Provider shall not use Visit Orlando's name, trademarks, logos, or other intellectual property (including in Service Provider's customer lists or any other Service Provider marketing materials) without Visit Orlando's prior written permission in each instance. Such permission is in Visit Orlando's sole discretion and may be revoked at any time. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. Each party irrevocably submits to the exclusive jurisdiction of the federal or state courts in Orange County, Florida. The provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement. This Agreement may only be amended or modified in a writing that specifically states that it amends this Agreement and is signed by an authorized representative of each party. By signing below, Visit Orlando and Service Provider each agree that it has carefully read and fully understood this agreement, and each agrees to be bound by terms of this agreement with each signatory representing and warranting he/she has authority to sign for and bind the indicated party.

Orlando/Orange County Convention & Visitors Bureau, Inc.

By: Keith Swider

Print Name: KEITH SWIDER

Title: ~~VP~~ VP OF FINANCE

Service Provider

By: Thomas F. Daly

Print Name: THOMAS F. DALY

Title: PRESIDENT SENIOR PARTNER

EXHIBIT A

OFFER

[If blank, see following page(s)]



Prepared for:
Maria Henson
Manager, Market Research & Insights
Visit Orlando®
Maria.Henson@visitorlando.com

Statement of Work | January 31, 2020

Visit Orlando® Global Ad Tracking

Monitoring the Impact of Global Advertising

BACKGROUND AND OBJECTIVES

Visit Orlando® desires to continue tracking the impact and effectiveness of global advertising efforts. Visit Orlando® will partner with W5, who has successfully conducted the Global Ad Tracker for the past two (2) years, to execute a reliable yet strategically focused research initiative. The study will be structured across key markets and waves of measurement to provide insights into the reach, perceptions, and call-to-action of advertising.

The goals of the Global Ad Tracking Research include, but are not limited to, the following:

- Monitor Top-of-Mind Awareness (TOMA) of Orlando as a leisure travel destination
- Track unaided and aided advertising recall in the U.S. (select DMAs), Canadian markets (Ontario/GTA), Brazil, and the U.K.
- Understand receptivity to the advertising (e.g. campaign creative) and its impact on consumers' interest in and intent to visit Orlando
- Gauge travelers' perceptions of Orlando's overall image
- Maintain a pulse on target travelers' basic demographics and travel behaviors

Strategic Tracking of Primary and Secondary Target Travelers

W5 acknowledges the value of insight from past waves of tracking research and recommends maintaining generally consistent study design, sampling, and questioning to ensure reliability of results compared to historical data.

W5 will continue to be a consultative partner, expert in drawing compelling insights from strategically focused and customized tracking initiatives, to provide actionable recommendations for Visit Orlando® advertising.

The surveys will be administered at the end of media flights in each market—within one week of flight end date.

W5 Contact:

Amy R. Castelda | W5 Inc.

3211 Shannon Road, Suite 610, Durham, NC | 919.932.1117 | acastelda@W5insight.com | W5insight.com



Survey Consultation

Given our ongoing partnership, W5 will provide suggestions and ideas for evolution of the topics, questions, and metrics for the study with our current knowledge and understanding of the ongoing Global Tracker.

W5 will continue to offer fresh thinking, interesting ways to showcase reporting, and ideas on new lines of questioning, as appropriate.

Survey Changes for Future Waves

W5 understands Visit Orlando® may want to periodically update, rotate, or otherwise refine a portion of the survey questioning.

W5 is flexible to such customization and agrees in the value of new and refined insights across tracking initiatives. The proposed scope of work assumes up to 10-15% of the survey content would change per wave. Further changes are possible but may incur additional investment.

TARGET AUDIENCE

W5 will conduct a 20-minute mobile-optimized online survey with robust samples of travelers. W5 understands fluctuations in media buy may impact audiences' requirements. The table below outlines the general assumed target audiences for each country of interest:

Primary Target—Moms

- Geographically representative per market specifications
- Sole or shared decision maker for household vacations
- Have taken a leisure trip of 4+ nights in the past year (excluding trips to visit friends/family or for business) or intend to take one in the next 12 months; for international markets this requirement applies to a trip outside their home country.
- Females age 25-54 (25-49 in Latin America)
- Kids age 3-17 present in household
- Household income requirements will vary by market

Secondary Target—Non-Family

- Geographically representative per market specifications
- Sole or shared decision maker for household vacations
- Have taken a leisure trip of 4+ nights in the past year or intend to take one in the next 12 months; for international markets this requirement applies to a trip outside their home country.
- No kids under 18 years of age in household
- 50% male / 50% female
- Age requirement will vary by market
- Household income requirements will vary by market

DATA QUALITY AND SECURITY

W5 utilizes focused and customized pre-targeting and screening techniques to collect quality responses from market-representative audiences for surveys. W5 consultants' hands-on approach to data management will ensure results are accurate, reliable, and able to be projected to address research objectives. W5 also implements rigorous quality control (QC) standards and practices during the data tabulation and coding process.

W5 surveys are conducted anonymously and ensure confidentiality of respondents' data.

W5 will maintain physical, electronic, and procedural safeguards consistent with market research industry standards and compliant with applicable laws to prevent the loss of or alteration to data. In addition, W5 will establish and follow reasonable security measures which are in compliance with laws applicable to W5 with respect to the privacy, protection and confidentiality of data and market research industry standards to prevent unauthorized access to study data files.

REPORTING AND DELIVERABLES

Final Report

Based on the analysis each wave, W5 will deliver a Final Report highlighting key objectives and related opportunities and challenges. Findings will be framed as *key insights*—big ideas and themes—and *implications*—the potential effect of the insights for Visit Orlando moving forward. Reports will be in the Visit Orlando® reporting template.

The Final Reports will feature TOMA awareness of Orlando as a leisure destination, unaided and aided advertising recall, advertising perceptions and call-to-action (e.g., consideration/intent), and tracking of Orlando image

At the conclusion of the research, W5 will present/discuss the research findings to Visit Orlando® via teleconference/web conference.

Topline Report, Wave Report, Data Deliverables

After each wave of tracking research, W5 will produce a brief 3-4-page Topline Report in Microsoft PowerPoint, featuring key tracking statistics.

W5 does not provide comparative analysis of tracking survey statistics to normative data. Instead, comparative context will be drawn based on shifts from past wave results.

W5 will also provide study data tables (featuring up to 21 banner points each), cleanly labeled SPSS data files, and any Microsoft Excel data deliverables after each wave of tracking.

These files will include statistical data as well as verbatim responses to the top-of-mind awareness questions.

ROLES AND RESPONSIBILITIES

Contractor Responsibilities

- Overall project management of all aspects of the study;
- Questionnaire design in collaboration with Visit Orlando Market Research & Insights team;
- Questionnaire translation as needed (Portuguese);
- Questionnaire programming, testing and hosting on secure servers;
- Sample management;
- Data collection monitoring and quality assurance;
- Data processing, including tabulations and coding of the open-ended questions (TOMA);
- Data analysis and reporting in PPT format.

Visit Orlando Responsibilities

- Provide feedback with respect to questionnaire design;
- Provide media plan details per market per wave;
- Provide all the necessary creative materials per market per wave.

INVESTMENT

	Primary Targets	Secondary Targets
Canada – April	\$9,250 (N=500)	\$9,000 (N=300)
U.S. – May	\$42,000 (n=250/DMA) NYC, PHIL, BOS, ATL, TMP, MIA, CHI, DC, HRT	\$39,750 (n=250/DMA) NYC, PHIL, BOS, ATL, TMP, MIA, CHI, DC, HRT
Brazil – May	\$13,250 (N=500)	\$9,250 (N=300)
U.K. – May	\$10,500 (N=500)	\$10,000 (N=300)
U.S. – October	\$42,000 (n=250/DMA) NYC, PHIL, BOS, ATL, TMP, MIA, CHI, DC, HRT	\$39,750 (n=250/DMA) NYC, PHIL, BOS, ATL, TMP, MIA, CHI, DC, HRT
U.K. – October	\$10,500 (N=500)	\$10,000 (N=300)
Brazil – November	\$13,250 (N=500)	\$9,250 (N=300)
Canada – November	\$9,250 (N=500)	\$9,000 (N=300)

TOTAL Y2020 INVESTMENT **\$286,000***

TOTAL Y2021 INVESTMENT** **\$277,420***

TOTAL Y2022 INVESTMENT** **\$269,100***

Additional Consulting: Changes to the sample frame, sample size, survey coverage and length, and deliverables may impact fees as outlined.

W5 consultants are available at the additional engagement fee of \$2,500 per day per consultant on-site and \$2,000 per day per consultant, plus travel expenses which are passed through at cost.



Investment Terms

*All fees are set in U.S. dollars and are +/-15% to allow for adjustments to assumptions and unforeseen circumstances, including changes in international exchange rates impacting data collection costs.

**W5 will apply an Annual Discount Rate of 3%. The discount will be applied to the contracted amount from the year prior. Annual Discount Rate assumes similar scope and targeting year over year.

Terms: 30 days net. Pricing is valid for thirty (30) days beginning January 31, 2020. A finance charge of 1.5% per month (18% per year) will be added to past due accounts. Pricing assumes contact will be awarded for three consecutive fiscal years.

W5 will bill 50% of engagement fees upon initiation of each wave per country, and 50% upon completion of the wave per country. W5's cancellation policy is to bill 10% plus work completed to date based on time and materials if cancellation occurs prior to fielding or 20% plus work completed to date based on time and materials if cancellation occurs after fieldwork has begun.

Should you have any questions, please contact Amy R. Castelda at (919) 932-1117 or acastelda@W5insight.com.