

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is dated as of March 5, 2020 (the “**Effective Date**”) and is entered into by and between ORLANDO/ORANGE COUNTY CONVENTION & VISITORS BUREAU, INC., a Florida not-for-profit corporation with offices located at 6277 Sea Harbor Drive, Suite 400, Orlando, Florida 32821-8028 (“**Visit Orlando**”) and CIMATRI, LLC, a Texas limited liability company, with offices located at 400 Oronoco Street, Alexandria, Virginia 22314 (“**Service Provider**”).

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Visit Orlando (hereinafter, collectively, the “**Parties**”, or each, individually, a “**Party**”) agree as follows:

1. Definitions. The following definitions apply to this Agreement:

“**Change Order**” means a mutually agreed written change order executed by both Visit Orlando and Service Provider.

“**Confidential Information**” means all information that Visit Orlando identifies as being confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be reasonably understood as proprietary and confidential. Confidential Information includes, but is not limited to, PII and Visit Orlando Data. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Service Provider’s breach of this Agreement; (ii) is obtained by Service Provider on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (iii) Service Provider establishes, by documentary evidence, was in Service Provider’s possession prior to Visit Orlando’s disclosure hereunder; or (iv) was or is independently developed by Service Provider without using any Confidential Information.

“**Deliverables**” means those items, equipment, documentation, information, and work product to be provided by Service Provider as specified in the applicable Statement of Work. Deliverables also include any license terms. Deliverables shall be included in the definition of Services.

“**Intellectual Property**” means all intellectual, industrial, proprietary and moral rights, wherever they have effect, including but not limited to (i) rights in concepts, techniques, and inventions; (ii) patents and all patent applications; (iii) copyrights, whether registered or unregistered; (iv) trade names, trademarks, service marks, certification marks, collective marks, and trade dress (including without limitation any word, symbol, icon, logo, and all goodwill associated therewith); (v) trade secrets, confidential or proprietary information and know-how; (vi) rights of publicity, privacy, and any comparable rights; and (vii) any similar, corresponding, or equivalent rights to any of the foregoing rights listed in this definition whether not or in the future established or recognized by legislation, regulation, or case law. In the case of Visit Orlando only, the rights in Visit Orlando Data are also considered Visit Orlando’s Intellectual Property.

“**Personal Data**” or “**PII**” means any information that can identify a natural person or trace a person’s identity, associate or link a person to private information, distinguish one person from

another, or can be used to re-identify anonymous data. PII includes, but is not limited to: individual use passwords; social security numbers; drivers license numbers and/or state identification numbers; date of birth; government or federal identification numbers; financial information such as account number or credit card number in combination with any required security code, access code, or PIN that would permit access to an individual's account; health coverage information; biometric data; electronic handwritten signature; and email or physical address. PII also includes any information defined by an applicable law, rule or regulation as personally identifying information or its analog.

“**Services**” means the services (including access to “software as a service” features), operations, and results to be provided by Service Provider as set forth in this Agreement and as described in a Statement of Work as may be issued from time to time under the terms of this Agreement. Services shall also include any Deliverables to be provided under the terms of this Agreement.

“**Set-Off Rights**” means the right for Visit Orlando to deduct from any payments due to Service Provider an amount equal to the damages incurred by Visit Orlando as a result of any breach by Service Provider of its obligations under this Agreement. Set-Off Rights do not limit or affect any of Visit Orlando's other rights and remedies.

“**Statement of Work**” or “**SOW**” means a mutually agreed written project order, or subscription to technology services, executed by both Visit Orlando and Service Provider, specifying Services to be performed, including but not limited to Deliverables to be provided by Service Provider under the terms of this Agreement. A Statement of Work may also include, as a Deliverable, license terms.

“**Visit Orlando Data**” means the data that Service Provider receives, collects, processes, collates, aggregates or stores with regard to Visit Orlando's activities, interests, or services, including but not limited to data on guests, invitees, members, customers, prospective customers, PII, revenues, and past, current or future business activities.

2. Provision of Services.

2.1 Service Provider shall provide to Visit Orlando the Services and Deliverables set out in one or more Statement of Work to be issued by Visit Orlando and accepted by Service Provider. The initial accepted Statement of Work is attached hereto as **Exhibit A**. Additional Statements of Work substantially in the same form as the Statement of Work attached hereto shall be deemed accepted and incorporated into this Agreement only if signed by authorized representatives of both Parties.

2.2 Visit Orlando may, at any time, request changes to a Statement of Work. To be effective, any requested change or adjustment must be agreed to in writing by both Parties through a Change Order. Service Provider will continue performing the Services in accordance with a Statement of Work until the Parties execute a Change Order. If the Parties are unable to agree to a mutually acceptable change or adjustment, the Parties will complete their obligations with respect to the Services as set forth in the SOW and the proposed changes will have no effect.

2.3 SOWs and Change Orders will be governed by this Agreement. SOWs and Change Orders shall not amend the terms and conditions of this Agreement unless Visit Orlando and

Service Provider each agree in a signed writing that (i) specifically acknowledges this Agreement is being amended and (ii) identifies the term(s) being amended.

3. Fees and Expenses.

3.1 For the Services to be performed hereunder, Visit Orlando will pay to Service Provider a fee as set forth in each Statement of Work, which may be an estimate. In no event shall the total fees payable under a Statement of Work exceed the estimate for such Statement of Work without the prior written consent of Visit Orlando. Unless otherwise provided in the Statement of Work, said fee will be payable in United States currency within 45 days of receipt by Visit Orlando of an invoice from Service Provider accompanied by documentation reasonably requested by Visit Orlando evidencing all charges. Service Provider must provide a W-9 form to Visit Orlando in advance of its initial invoice; failure to do so may result in payment delays (any such delays shall not be subject to any late payment or interest fees). Payment by Visit Orlando shall not constitute acceptance of the accuracy of the invoice or acceptance of the Services by Visit Orlando and shall not waive or diminish any of Visit Orlando's rights and remedies under this Agreement. In no instance shall Visit Orlando be liable for interest or fees regarding any amounts over which there is a good faith dispute. Within twenty-four hours of discovering that Service Provider has received a payment from Visit Orlando in error, including but not limited to over-payments, Service Provider shall return such payment amount to Visit Orlando.

3.2 Visit Orlando shall reimburse Service Provider for all reasonable expenses incurred in accordance with the Statement of Work, if such expenses have been pre-approved in writing by Visit Orlando, within 45 days of receipt by Visit Orlando of an invoice from Service Provider accompanied by receipts and supporting documentation reasonably acceptable to Visit Orlando. Reimbursement shall be made in the currency in which the expenses were incurred, as indicated by the supporting documentation. All Service Provider expenses not pre-approved by Visit Orlando or not otherwise meeting the requirements of this Agreement or the Statement of Work to which they apply shall be the sole responsibility of the Service Provider.

4. Term and Termination.

4.1 This Agreement shall commence as of the Effective Date and shall terminate 1 year thereafter, unless sooner terminated as provided herein.

4.2 Visit Orlando may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause and without liability (except for required payment for Services satisfactorily rendered before the termination date) by providing at least 30 days' prior written notice to Service Provider.

4.3 Visit Orlando may terminate this Agreement, effective upon written notice to Service Provider, if Service Provider (i) materially breaches this Agreement, and such breach is incapable of cure, or concerning a breach capable of cure, Service Provider does not cure such breach within 15 days after receipt of written notice of such breach; (ii) makes a general assignment for the benefit of creditors, becomes insolvent or admits its inability to pay its

debts generally as they become due, becomes subject to any proceeding under any domestic or foreign bankruptcy or insolvency law, or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) challenges or disputes the validity or applicability of any of Visit Orlando's Intellectual Property rights; or (v) becomes involved in any situation or occurrence which brings Service Provider into public disrepute or reflects unfavorably upon Visit Orlando ((i) – (v) collectively, and individually, a “**Termination For Cause**”). In the event of any Termination For Cause, and without limiting Visit Orlando's other rights and remedies, Visit Orlando shall be obligated to pay Service Provider only for Services actually and satisfactorily performed, subject to exercise by Visit Orlando of its Set Off Rights or other bases for deduction, cover, or offset.

4.4 Service Provider may terminate this Agreement if Visit Orlando materially breaches this Agreement and such breach is not cured within 30 days of Visit Orlando's receipt of written notice of the alleged breach from Service Provider.

4.5 Upon expiration or termination of this Agreement for any reason, Service Provider shall promptly: (i) return to Visit Orlando any unused portions of any advance payments; (ii) deliver to Visit Orlando all Deliverables and other materials (whether or not complete) prepared by or on behalf of Service Provider in the course of performing the Services; (iii) return to Visit Orlando all Visit Orlando property, equipment, or materials in its possession or control; (iv) remove any Service Provider property, equipment, or materials located at Visit Orlando's locations; (v) deliver to Visit Orlando all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Visit Orlando Data and Confidential Information and not retain any copies of them except as may be required by law; (vi) provide reasonable cooperation and assistance to Visit Orlando in transitioning the Services to an alternate service provider; and (vii) within 30 days of expiration termination, certify in writing to Visit Orlando that the actions set forth in this Section 4.5 have been completed.

5. Systems and Data Requirements.

5.1 Service Provider shall use Visit Orlando Data solely to the extent necessary for Service Provider to provide the Services to Visit Orlando pursuant to this Agreement and the applicable SOW.

5.2 Service Provider will, in its collection, storage, processing, copying, analysis, maintenance, deletion, communication, and use of Visit Orlando Data, at its own cost: (i) comply with all pertinent law, including all applicable data privacy and security laws, domestic and foreign; (ii) implement and maintain technology and practices to ensure the preservation of the security of the Visit Orlando Data; (iii) immediately notify Visit Orlando of any security breach, including but not limited to unauthorized access to, theft of, ransomware or destruction of, Visit Orlando Data; (iv) upon Visit Orlando's request, timely cooperate with Visit Orlando in any audits by or for Visit Orlando with regard to Service Provider's compliance with this Agreement; (v) upon Visit Orlando's request, timely cooperate with Visit Orlando and any government authorities with regard to Service

Provider's compliance with this Agreement; and (vi) upon request by Visit Orlando, immediately transfer to Visit Orlando copies of Visit Orlando Data, in a format and media reasonably acceptable to Visit Orlando.

5.3 Unless specifically provided otherwise in an agreed upon SOW or Change Order, Service Provider will not (i) use the Services or any of their results to track, collect, or upload any data that can be used to personally identify an individual; (ii) use any data, including but not limited to Visit Orlando Data, to provide analytics, analysis or consultation to third parties where such analytics, analysis, or consultation includes or is based on data or other information obtained by Service Provider during activities conducted in the course of performance of the Services; (iii) store or process or otherwise act upon any Visit Orlando Data or information in servers or other repositories or processing equipment or systems, including but not limited to "software as a service" that are not located entirely in the country in which the Service is being provided unless Visit Orlando specifically agrees otherwise in a signed writing.

6. Intellectual Property Rights.

6.1 Service Provider acknowledges and agrees that Visit Orlando shall retain all right, title, and interest to and shall be the sole owner of all Visit Orlando Intellectual Property (the "**VO IP**"). Visit Orlando grants no license to Service Provider to use the VO IP other than solely to the extent necessary for Service Provider to provide the Services to Visit Orlando. Service Provider shall not use Visit Orlando's name in any customer lists or for any other marketing or promotional purposes without Visit Orlando's prior written permission in each instance. Such permission is at Visit Orlando's sole discretion and may be revoked at any time.

6.2 Visit Orlando acknowledges and agrees that Service Provider shall retain all right, title, and interest to Intellectual Property made or conceived by Service Provider before the effective date of this Agreement, or outside of the scope of this Agreement or any Statement of Work (the "**Service Provider IP**"). Service Provider hereby grants to Visit Orlando a perpetual, worldwide, fully paid up, non-exclusive license to any Service Provider IP (or any other third party Intellectual Property) that is incorporated or embedded in any of the Services and/or Deliverables, subject to any limitation specified in a particular Statement of Work.

6.3 Service Provider acknowledges and agrees that any and all work product, including any Deliverables, that it conceives, creates, develops or reduces to practice, in whole or part, for delivery to Visit Orlando in connection with the Services, including without limitation, all "works of original authorship" and all content, inventions, improvements, enhancements, designs, ideas, source code, software applications, formula, processes, techniques, discoveries, or know-how, whether or not patentable or copyrightable, are "works for hire" and is and/or shall become and remain the sole and exclusive property of Visit Orlando. Visit Orlando shall be the sole owner of all patents, copyrights and other rights in connection therewith throughout the world. To the extent any such works are not deemed works for hire, Service Provider hereby assigns to Visit Orlando Service Provider's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Service Provider while working for or on behalf of the Visit Orlando, which relates to, is suggested by, or

results from matters set forth in any Statement of Work and depends on either: (i) Service Provider's knowledge of Confidential Information it obtains from Visit Orlando; or (ii) the use of Visit Orlando's equipment, supplies, facilities, information, or materials.

6.4 Service Provider shall, upon request of Visit Orlando, promptly execute a specific assignment of title to Visit Orlando and do anything else reasonably necessary to enable Visit Orlando to secure for itself patent, trade secret, or any other proprietary rights in the United States or other countries. If for any reason, including incapacity, Visit Orlando cannot secure Service Provider's signature on any document needed to apply for, perfect, or otherwise acquire title to the Intellectual Property rights granted to it under this Section 6, or to enforce such rights within seven (7) business days of such request, Service Provider hereby designates Visit Orlando as Service Provider's attorney-in-fact and agent, solely and exclusively to act for and on Service Provider's behalf to execute and file such documents with the same legal force and effect as if executed by Service Provider and for no other purpose.

7. Representations and Warranties. Service Provider represents and warrants that:

7.1 All Services shall be provided (i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement; (ii) using only legally authorized personnel of appropriate skill, experience, and qualifications; (iii) in accordance with the highest professional standards in Service Provider's field; and (iv) to the satisfaction of Visit Orlando;

7.2 Service Provider shall comply with all applicable laws and regulations including without limitation those applicable to data security and privacy in providing the Services and all Visit Orlando rules, regulations, and policies of which it has been made aware in its provision of the Services;

7.3 All Services including but not limited to their results and Deliverables, shall not, as delivered, provided, or used in their normal or foreseeable course, infringe upon, misappropriate or otherwise injure any Intellectual Property rights or other rights of any third party.

7.4 Service Provider shall make all software Services available in accordance with the service levels set out in the applicable SOW. Service Provider shall maintain a business continuity and disaster recovery plan for any software Services and implement such plan in the event of any unplanned interruption of the Services.

8. Confidentiality.

All Confidential Information of Visit Orlando, including, but not limited to, any trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, Visit Orlando Data, lists, pricing, discounts, or rebates, 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 this Agreement is confidential, solely for Service Provider's use in performing this Agreement and may not be disclosed or copied unless authorized by Visit Orlando in writing. Service Provider shall maintain the Confidential Information with

the same degree of care Service Provider uses to maintain its own Confidential Information, and, in all events, Service Provider shall maintain the Confidential Information with no less than commercially reasonable care. Upon Visit Orlando's request, Service Provider shall promptly return all Confidential Information and other documents and materials received from Visit Orlando. Visit Orlando shall be entitled to injunctive relief for any violation of this Section. Notwithstanding the foregoing, Visit Orlando maintains the right in its sole discretion to release this 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 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.

9. Indemnification.

9.1 Service Provider shall indemnify, defend, and hold harmless Visit Orlando and its officers, directors, managers, members, partners, employees, agents, affiliates, successors, and permitted assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers (collectively, "**Losses**") relating to or resulting from any third party claim, suit, action, or proceeding (collectively, "**Claims**") (i) arising out of or occurring in connection with the Services, except to the extent such Claims are determined to have resulted from Visit Orlando's gross negligence or willful misconduct; or (ii) based on a claim that any of the Services or Deliverables, or Visit Orlando's receipt or use thereof, infringes any Intellectual Property right of a third party. Service Provider shall not enter into any settlement without Visit Orlando's prior written consent.

9.2 Visit Orlando shall indemnify, defend, and hold harmless Service Provider and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting any Claims that result from Visit Orlando's gross negligence or willful misconduct.

10. Insurance.

Service Provider shall secure and maintain insurance in reasonable amounts to cover any losses or liabilities incurred in connection with the Services and Service Provider's obligations under this Agreement. At a minimum, Service Provider shall maintain: (i) Commercial General Liability insurance with minimum coverage of at least \$2,000,000 per occurrence including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement; (ii) Professional Liability insurance with minimum coverage of at least \$2,000,000 per claim; (iii) Automobile Liability insurance with minimum coverage of at least \$2,000,000 per occurrence; (iv) Cyber Risk insurance with minimum coverage of at least \$2,000,000 per claim; (v) Advertising Liability insurance with minimum coverage of at least \$2,000,000 per claim; and (vi) Workers' Compensation insurance to the extent required by law. 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 this Agreement. 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. The insurance and insured limits set forth above shall not be considered a limitation of Service Provider's liabilities hereunder, nor an agreement by Visit Orlando to assume liability in excess of said amounts or for risks not insured against by Visit Orlando.

11. Remedies.

11.1 If the Service Provider violates any provision of this Agreement, Visit Orlando shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive relief against the Service Provider prohibiting further actions inconsistent with the Service Provider's obligations under this Agreement.

11.2 In the event Service Provider fails to satisfactorily perform any of the Services on a timely basis, Visit Orlando shall have the right, without prejudice to any other rights or remedies it may have under this Agreement or any applicable Statement of Work, to take one or more of the following steps: (i) Suspend Service Provider's right and obligation to complete its performance of the Services until such time as the Service Provider is able to demonstrate to Visit Orlando's reasonable satisfaction that it can satisfactorily meet its obligations under this Agreement; (ii) itself provide and/or engage a replacement service provider to provide any or all of the delayed or unsatisfactory Services; and (iii) withhold payment of any amounts otherwise due to the Service Provider in a sufficient amount to set off against any damages caused to Visit Orlando as a consequence of the Service Provider's breach.

11.3 To the extent a Party must seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful Party shall be liable for all costs including reasonable attorneys' fees incurred by the successful party to enforce the provisions of this Agreement.

11.4 All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or then be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that the Service Provider's exclusive remedy for Visit Orlando's payment breach shall be its right to damages equal to its earned but unpaid fees under this Agreement.

11.5 In the event of a data breach or similar event, the Parties will reasonably cooperate to remediate such event and provide notice as required by applicable law, rule or regulation. The cost of remediation, notice, defense and indemnity will first be borne by Service Provider's insurer as required hereunder and then by Service Provider and coverage limits by insurer shall not serve to "cap" or limit Service Provider's responsibility for same to Visit Orlando. Visit Orlando shall have the right to control its own defense as required to be

provided hereunder and choose its own counsel. Likewise, Visit Orlando shall have the right to control all communication and notices that may be useful, necessary or required related to a data breach.

12. 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.

13. General.

13.1 Independent Contractor. It is understood and acknowledged that the Services which Service Provider will provide to Visit Orlando hereunder shall be in the capacity of an independent contractor and not as an employee, agent, partner, or joint venturer of Visit Orlando. Service Provider shall control the conditions, time, details, and means by which Service Provider performs the Services. Visit Orlando shall have the right to inspect the work of Service Provider as it progresses solely for the purpose of determining whether the work is being completed according to the applicable Statement of Work. Service Provider has no authority to commit, act for or on behalf of Visit Orlando, or to bind Visit Orlando to any obligation or liability. Service Provider shall not be eligible for and shall not receive any employee benefits from Visit Orlando and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating Service Provider's business.

13.2 Compliance with Law. Service Provider is in compliance with and shall remain compliant with all applicable laws, regulations, and ordinances. Service Provider has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

13.3 Non-solicit. During the term of this Agreement and for a period of 6 months after its termination or expiration, Service Provider shall not, directly or indirectly, solicit any person who at the time is or who at any time in the preceding 6 months was an employee of Visit Orlando. In the event Service Provider breaches this Section 13.3, Visit Orlando shall be entitled to injunctive relief in addition to all other relief which a court may grant.

13.4 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, is the sole and entire agreement of the Parties concerning the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

13.5 Notices. All notices required under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth above (or to such other address that the receiving Party may designate from time to time in accordance with this Section 13.4). Unless otherwise agreed herein, all Notices must be either delivered by personal

delivery or by nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) on receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section 13.4.

13.6 Survival. The terms of this Agreement which by their nature should survive the termination or expiration of this Agreement, shall survive and be binding on the parties, including but not limited to, Sections 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13.

13.7 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.8 Amendments. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

13.9 Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall 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.

13.10 Assignment. Service Provider shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Visit Orlando. Any purported assignment or delegation in violation of this Section 13.9 shall be null and void. No assignment or delegation shall relieve the Service Provider of any of its obligations hereunder. Visit Orlando may at any time assign or transfer any or all of its rights or obligations under this Agreement without Service Provider's prior written consent.

13.11 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

13.12 No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

13.13 Choice of Law and Forum. This Agreement and any Claim arising out of or related to this Agreement or the business relationship of the Parties shall be governed, enforced, and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles to the extent such principles would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Each Party irrevocably and unconditionally irrevocably consents to the exclusive jurisdiction of the federal or state courts in Orange County, Florida. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on

the judgment or in any other manner provided by law. The Parties waive any argument/claim of forum non conveniens.


13.14 Counterparts. 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.

13.15 Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Service Provider shall give Visit Orlando prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Service Provider shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement. Visit Orlando may terminate this Agreement without liability if a delay by Service Provider persists for more than 30 days, continuously or in the aggregate.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

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

CIMATRI, LLC

By: 
Larry Henrichs (Mar 7, 2020)
Name: Larry Henrichs
Title: COO/CFO


By: 
Name: Rick Bawcum
Title: CEO

Exhibit A

STATEMENT OF WORK #1

This Statement of Work (“SOW”) is entered into as of March 5, 2020 between Orlando/Orange County Convention & Visitors’ Bureau, Inc. (“Visit Orlando”) and Cimatri, LLC (“Service Provider”) and is pursuant to, and made a part of and governed by, the Master Services Agreement between Visit Orlando and Service Provider dated March 5, 2020 (“Agreement”). In addition to the Services to be performed by Service Provider pursuant to the Agreement and any other SOWs now or hereafter existing under the Agreement, Service Provider shall perform and deliver the Services and Deliverables as specified below.

A. Services. Service Provider shall provide the following Services and Deliverables to Visit Orlando: Service Provider shall identify, plan, and design a comprehensive strategy to minimize cyber security risk at Visit Orlando.

Service Provider shall:

- Evaluate the overall effectiveness of existing cyber security management processes
- Determine the applicable PCI-DSS self-assessment profile and assist with its completion
- Scan for potential infrastructure vulnerabilities and prioritize remediations
- Assist in the application process for cyber risk insurance

Action plan:

- Complete a security diagnostic assessment & scorecard
 - Assess current operations based on best practices
 - Measure business satisfaction and identify security needs
 - Prioritize improvements in key targeted IT security areas
- Complete a PCI DSS simplification strategy & action plan
 - Understand the importance of becoming PCI compliant
 - Review 12 PCI core components
 - Record compliance-related information
 - Identify opportunities to do better compliance
 - Determine simplification strategy and action plan
 - Complete the appropriate PCI DSS self assessment questionnaire (SAQ)
- Document an appropriate vulnerability management program
 - Identify vulnerability sources (perform a scan)
 - Triage vulnerability sources and assign priorities
 - Make recommendations to remediate prioritized vulnerabilities

- Design a continuous improvement strategy for vulnerability management
- Update the vulnerability management policy
- Complete the application for cyber risk insurance (in concert with Visit Orlando)

B. Timelines. Service Provider shall commence the Services on execution of this SOW and continue until completion of the Services, unless terminated earlier pursuant to the terms of the Agreement.

C. Fees. Visit Orlando shall pay Service Provider an aggregate total not to exceed \$22,500.00 for Services rendered in accordance with the terms of this SOW and the Agreement. 50% of the fee shall be invoiced upon execution of this SOW, and the remaining balance shall be invoiced upon completion of the Services. Visit Orlando shall remit payment in accordance with the terms of the Agreement.

D. Primary Contacts. Each Party designates the following representative (“Primary Contact”) as its primary initial contact for all issues arising between the Parties under this Agreement. Each Primary Contact will respond to the other Party within a reasonable amount of time. Each Party may change or substitute its Primary Contact on a temporary or permanent basis by notice to the other.

For Visit Orlando

Name: Larry Henrichs
 Phone: 407-363-5829
 Email: larry.henrichs@visitorlando.com


For Service Provider


Name: Rick Bawcum, CEO
 Phone: 571-249-2719 x700
 Email: rbawcum@cimatri.com

Accepted and Agreed:

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

CIMATRI, LLC

By: 
Larry Henrichs (Mar 7, 2020)
 Name: Larry Henrichs
 Title: COO/CFO

By: 
 Name: Rick Bawcum
 Title: CEO






K-1296.001_Cimatri_MSA_3-5-2020

Final Audit Report

2020-03-07

Created:	2020-03-05
By:	Richard Bawcum (rbawcum@cimatri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANG8OUvT56RY6CuKWtJXFmt6hy2NYE_EO

"K-1296.001_Cimatri_MSA_3-5-2020" History

-  Document created by Richard Bawcum (rbawcum@cimatri.com)
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