

Smart City® Metro
Customer Services Order ("CSO")

Customer	Orlando/ Orange County Convention & Visitors Bureau, Inc. d/b/a Visit Orlando
Customer Billing Address	6277 Sea Harbor Drive Suite 400
	Orlando FL 32821
Effective Date	Date of Last Signature Below
Services Term	12 Months (from Services Activation Date)
Services Location A	6277 Sea Harbor Drive Suite 400 Orlando, Florida 32819
Services Location Z	9800 International Drive 2nd Floor Orlando, Florida 32819

Services

Quantity	Description	Monthly Charge	Total MRC	Non-Recurring Charge ("NRC")
2	New Ethernet Products-Ethernet Transport 100 Mbps - 1 yr (Per End)	\$720.00	\$1,440.00	

	MRC Total	\$1,440.00
	NRC Total	\$0.00

This Customer Service Order hereby cancels, replaces and supersedes the Customer Service Order currently on file between the Parties dated May 30, 2017.

Smart City® Metro
Customer Services Order
("CSO")

This CSO along with the fully executed Master Services Agreement ("MSA") between the Parties and the Privacy Policy and Acceptable Use Policy ("AUP") attached thereto, all of which are made a part hereof and incorporated herein by reference, together constitute the Agreement between Customer and Smart City Solutions II, LLC d/b/a Smart City Metro for the Services.

The Parties hereto have caused this CSO to be duly executed intending that it shall be effective and legally binding upon them as of the latest date of execution below.

CUSTOMER

Orlando/ Orange County Convention & Visitors Bureau,
Inc. d/b/a Visit Orlando

By: Keith Swider
Name: KEITH SWIDER
Title: VP OF FINANCE
Date: 6-9-2020

SMART CITY METRO

Smart City Solutions II, LLC

By: _____
Name: _____
Title: _____
Date: _____

SMART CITY® METRO

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (“MSA”) is entered into as of the effective date of the Customer Service Order (“CSO”) that this MSA is a part of between **SMART CITY SOLUTIONS II, LLC**, a Florida limited liability company doing business as Smart City Metro (“**SMART CITY METRO**”), and **CUSTOMER** who shall be more fully described in the CSO (“**CUSTOMER**”).

ARTICLE 1. DEFINITIONS

1.1. “Affiliate” shall mean an entity that now or in the future, directly or indirectly controls, is controlled by, or is under common control with, a Party to the Agreement. For purposes of the foregoing, “control” shall mean the ownership of (i) greater than fifty percent (50%) of the voting power to elect the directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.

1.2. “Agreement” shall mean the CSO together with this Master Services Agreement (“MSA”) and the Privacy Policy and Acceptable Use Policy (“AUP”) attached hereto, all of which are made a part hereof and incorporated herein by reference, which together constitute the Agreement between Customer and Smart City Metro for the Services.

1.3. “CSO” shall mean the signed request(s) for Services submitted by Customer, which are hereby incorporated by reference and made a part hereof.

1.4. “Customer Premises” shall mean the Services Location(s) occupied by Customer or its end users to which Services are delivered as identified in the CSO.

1.5. “Excused Outage” shall mean any outage, unavailability, delay or other degradation of Services to the extent related to, associated with or caused by Smart City Metro scheduled maintenance events (to the extent notice is provided in accordance with Section 2.5), Customer actions or inactions, Customer provided power or equipment, any third party, excluding any third party directly involved in the operation and maintenance of the Smart City Metro network but including, without limitation, Customer’s end users, third party network providers, traffic exchange points controlled by third parties, or any power, equipment or services provided by third parties, or an event of force majeure as defined in Section 7.1.

1.6. “Facilities” shall mean any property owned, licensed or leased by Smart City Metro or any of its Affiliates and used to deliver Services, including terminal and other equipment, conduit, fiber optic cable, optronics, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, private rooms and the like.

1.7. “Services” shall mean the Smart City Metro Services identified on the CSO.

1.8. “Services Activation Date” shall mean the earlier of the date that the Services ordered by Customer have been

installed, tested and determined to be functioning properly by Smart City Metro which shall be documented by Customer’s signature of a Smart City Metro Completion Notice, or five (5) business days following Customer’s receipt of the Completion Form from Smart City Metro. Billing for the Services shall not commence sooner than the Services Activation Date set forth on the Completion Notice.

1.9. “Services Term” shall mean the duration of time (measured starting on the Services Activation Date or some other mutually agreed upon date) for which Services are ordered, as specified in the CSO. At the end of the Services Term as set forth herein, the Agreement will continue thereafter on a month to month basis at the existing Services Term rates set forth on the applicable CSO for the Services unless/until either Party provides 30 days prior written notice to the other Party to terminate the Services. However, in the event Customer’s account is more than 30 days past due for any undisputed amounts, this Agreement shall not be extended, and/or the Services revised as the Customer may have requested and Smart City Metro has agreed to provide until such time as all undisputed past due amounts have been paid by Customer in full to Smart City Metro.

ARTICLE 2. DELIVERY OF SERVICES

2.1. **Submission of CSO(s).** To order any Services, Customer will submit a CSO requesting Services. The CSO and its backup detail must include a description of the Services, the non-recurring charges and monthly recurring charges for Services, and the applicable Services Term.

2.2. **Acceptance by Smart City Metro.** Upon receipt of a CSO, if Smart City Metro determines (in its sole discretion) to accept the CSO, Smart City Metro will provide Customer with a tentative Services Activation Date for the requested Services (or some portion of the Services). Notwithstanding anything in the Agreement or any CSO to the contrary, any Customer requested date for delivery of Services will not be effective unless and until confirmed by Smart City Metro. Smart City Metro will become obligated to deliver ordered Services only if Smart City Metro has provided a Services Activation Date for the Services to Customer.

2.3. **Customer-Provided Equipment.** The Customer is responsible for any equipment or facilities required to complete the connection between the Services demarcation point and the Customer’s LAN. Smart City Metro shall not be responsible for the operation or maintenance of any Customer-provided communication equipment. Smart City Metro undertakes no obligations and accepts no liability for the

configuration, management, performance, intended use, compatibility or any other issue relating to Customer-provided Wi-Fi, routers, Local Area Network (LAN) equipment or other Customer-provided voice equipment (i.e. PBX, key system, etc.) used for access to or the exchange of traffic in connection with the Services.

2.4. **Scheduled Maintenance.** Scheduled maintenance of the Smart City Metro network will not normally result in Services interruption or outage. However, in the event scheduled maintenance should require a Services interruption or outage, Smart City Metro will exercise commercially reasonable efforts to (i) provide Customer with seven (7) days prior notice of such scheduled maintenance, (ii) work with Customer in good faith to attempt to minimize any disruption in Customer's Services that may be caused by such scheduled maintenance, and (iii) to perform such schedule maintenance during the hours of 12:00 a.m. (midnight) until 6:00 a.m. local time. Any scheduled maintenance of the Smart City Metro network that impacts Services and is performed in compliance with Section 2.4.(i) – (iii) shall be considered an Excused Outage.

ARTICLE 3. BILLING AND PAYMENT

3.1. **Commencement of Billing.** Billing shall commence on the applicable Services Activation Date, regardless of whether Customer has procured services from other carriers needed to operate the Services, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Services.

3.2. **Charges.** The CSO will set forth the applicable non-recurring charges and monthly recurring charges for the Services. Unless otherwise expressly specified in the CSO, any non-recurring charges shall be invoiced by Smart City Metro to Customer upon the Services Activation Date. However, in the event such Services require Smart City Metro to install additional infrastructure, cabling, electronics or other materials in the provision of the Services, such CSO may include (as specified therein) non-recurring charges that are payable by Customer in advance of the Services Activation Date, as mutually agreed between the Parties. In the event Customer fails to pay such non-recurring charges within the time period specified in the CSO, Smart City Metro may suspend installation of the Services (without any liability, including but not limited to liability for Services Level credits) until receipt of such non-recurring charges, and thereafter, Smart City Metro may issue a new Services Activation Date. If Customer requests and Smart City Metro approves (in its sole discretion) any changes to the CSO or Services after acceptance by Smart City Metro, including, without limitation, the Customer requested date for delivery of Services or Services Activation Date, additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the CSO may apply.

3.3. **Payment of Invoices.** Invoices are delivered monthly. Smart City Metro bills in advance for Services to be provided during the upcoming month, except for charges that are dependent upon usage of Services, which are billed in

arrears. Billing for partial months is prorated based on a calendar month. Payment by Customer on all Smart City Metro invoices are due 30 days after the date of invoice. Unless otherwise specified on the particular invoice, all payments shall be due and payable in U.S. Dollars. Past due undisputed amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full. Customer may be required to reimburse Smart City Metro for its actual incurred collection fees, attorney fees, court costs, etc. that Smart City Metro incurs associated with the collection of undisputed and/or unpaid amounts billed to Customer by Smart City Metro. Customer shall not be allowed to renew or make any changes to the Agreement until all undisputed past due amounts that are outstanding for more than 30 days from due date are paid in full by Customer.

3.4. **Taxes and Fees.** All charges for Services are net of Applicable Taxes (as defined below). Except for taxes based on Smart City Metro's net income, Customer will be responsible for all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Services (collectively "Applicable Taxes"). If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Smart City Metro with a valid exemption certificate (in a form reasonably acceptable to Smart City Metro). Smart City Metro will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Services billed by Smart City Metro to Customer only for the period following Smart City Metro's receipt of such exemption certificate.

3.5. **Regulatory and Legal Changes.** In the event of any change in applicable law, regulation, decision, rule or order that materially increases Smart City Metro's costs of delivery of Services, Smart City Metro and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in costs and, in the event that the Parties are unable to reach agreement respecting new rates within 30 days after Smart City Metro's delivery of written notice requesting renegotiation, then Customer may terminate the affected Services without termination liability by delivering written notice of termination no later than 30 days after Customer's receipt of Smart City Metro's renegotiation request.

3.6. **Disputed Invoices.** If Customer reasonably disputes any portion of a Smart City Metro invoice, Customer must pay the undisputed portion of the invoice and submit written notice of the claim (in a form reasonably requested by Smart City Metro) for the disputed amount. All claims must be submitted to Smart City Metro in writing within 60 days from the date of Customer's receipt of the invoice for those Services. Customer waives the right to dispute any charges not disputed within such 60-day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in Section 3.3.

3.7. **Termination Charges.**

(A) Customer may cancel Services following Smart City Metro's acceptance of the applicable CSO and prior to the Services Activation Date upon prior written notice to Smart City Metro. In the event that Customer does so, or in the event that the delivery of such Services is terminated by Smart City Metro as the result of an uncured default by Customer pursuant to Section 4.2 of the Agreement, Customer shall pay Smart City Metro a cancellation charge equal to the sum of:

(i) Smart City Metro's actual incurred third-party cancellation/termination charges to the extent directly related to the installation and/or cancellation of Services including but not limited to construction costs of inside and outside infrastructure incurred by Smart City Metro prior to the date Customer's cancellation notice is received by Smart City Metro; and

(ii) the non-recurring charges for the cancelled Services if not already paid by Customer.

Customer's right to cancel any particular Services under this Section 3.7(A) shall automatically expire and shall no longer apply upon Smart City Metro's delivery to Customer of a Services Activation Date for such Services.

(B) In addition to Customer's right of cancellation under Section 3.7(A) above, in the event that (i) prior to the end of the Services Term, Customer terminates Services without cause or for convenience, or (ii) the provision of Services is terminated by Smart City Metro as the result of an uncured default by Customer pursuant to Section 4.2 of the Agreement, Customer shall pay Smart City Metro a termination charge equal to the sum of:

(i) all unpaid amounts for Services provided through the date of termination;

(ii) any actual third-party cancellation/termination charges incurred by Smart City Metro to the extent directly related to the installation and/or termination of Services;

(iii) the non-recurring charges for the cancelled Services, if not already paid by Customer; and

(iv) a charge equal to the total number of months remaining in the Services Term or any renewal related thereto multiplied by the monthly recurring charges for the Services as set forth in the CSO (the "Early Termination Fee").

(C) The Parties acknowledge that the cancellation or termination charges set forth in this Section 3.7 are a genuine estimate of the actual damages that Smart City Metro will suffer and are not a penalty.

3.8. **Fraudulent Use of Services.** Customer is responsible for all charges attributable to Customer incurred respecting Services, even if incurred as the result of fraudulent or unauthorized use of Services; except Customer shall not be responsible for fraudulent or unauthorized use by Smart City

Metro or its employees.

ARTICLE 4. TERM AND TERMINATION

4.1. **Term.**

(A) The Agreement shall become effective on the Services Activation Date and shall continue for the period identified in the CSO ("Services Term"), unless earlier terminated as provided herein. At the end of the Services Term as set forth in the CSO, the Services Term shall automatically renew on a month to month basis at the Services Term rates set forth in the applicable CSO unless/until either Party provides 30 days' prior written notice to the other Party to terminate the Services. In the event Customer's account is past due for any undisputed amounts beyond 30 days from due date, the Services Term will not be extended and/or the Services or the Agreement revised as the Customer may have requested and Smart City Metro has agreed to provide until such time as all undisputed past due amounts have been paid by Customer in full to Smart City Metro.

(B) Except as otherwise set forth herein, Smart City Metro shall deliver the Services for the entire duration of the Services Term, and Customer shall pay all charges for delivery thereof through the end of the Services Term. To the extent that the Services Term for any Services extends beyond the Agreement Term, then the Agreement shall remain in full force and effect for such Services until the expiration or termination of such Services Term.

4.2. **Default By Customer.** If (i) Customer makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against Customer is filed and not dismissed within 60 days; (iii) Customer fails to make any payment required hereunder when due, and such failure continues for a period of five (5) business days after written notice from Smart City Metro, (iv) Customer fails to observe and perform any material term of the Agreement (other than payment terms) and such failure continues for a period of 30 days after written notice from Smart City Metro; or (v) Customer's use of Services materially exceeds Customer's credit limit, unless within one (1) business day's written notice thereof by Smart City Metro, Customer provides adequate security for payment for Services; then Smart City Metro may: (A) terminate the Agreement and any CSO, in whole or in part, in which event Smart City Metro shall have no further duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies Smart City Metro may have under the Agreement, at law or in equity.

4.3. **Default By Smart City Metro.** If (i) Smart City Metro makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary

petition in bankruptcy or other insolvency protection against Smart City Metro is filed and not dismissed within 60 days; or (iii) Smart City Metro fails to observe and perform any material term of the Agreement (other than as provided in Section 4.4 and Article 6) and such failure continues for a period of 30 days after written notice from Customer; then Customer may: (A) terminate the Agreement and/or any CSO, in whole or in part, in which event Customer shall have no further duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies Customer may have under the Agreement, at law or in equity.

4.4. **Other Rights of Termination.**

(A) If Smart City Metro's installation of Services is delayed for more than 30 business days beyond the established Services Activation Date for reasons other than an Excused Outage, Customer may terminate and discontinue the affected Services upon written notice to Smart City Metro and without payment of any applicable termination charge. This Section 4.4(A) shall not apply to any Services where Smart City Metro (or a third-party contractor engaged by Smart City Metro) is constructing Facilities in or to the Customer Premises necessary for delivery of such Services.

(B) Customer may terminate and discontinue ordered Services prior to the end of the applicable Services Term without payment of any applicable termination charge if for the purpose of converting Customer to similarly priced Services or upgraded Services.

ARTICLE 5. LIABILITIES AND INDEMNIFICATION

5.1. **No Special Damages.** Notwithstanding any other provision hereof (other than Section 5.3), neither Party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under the Agreement or any CSO. Nothing in the Agreement shall be construed as limiting the liability of either Party for personal injury or death resulting from the negligence of a Party or its employees.

5.2. **Disclaimer of Warranties.** SMART CITY METRO MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

5.3. **Indemnification.** Each Party shall indemnify the other from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct.

ARTICLE 6. SERVICES INTERRUPTIONS

6.1. **Services Interruptions.** To report issues related to Services performance, Customer may contact Smart City

Metro Customer's Network Operations Center ("NOC") by calling (407) 756-1111 or (800) 251-8485, or via email at nocsupport@smartcitymetro.com. In order for Smart City Metro to investigate any reported issues, Customer agrees to provide Smart City Metro with supporting information as reasonably requested by Smart City Metro, which may include (as applicable), without limitation, circuit ID, circuit endpoint(s), IP address(es), originating phone number and terminating phone number.

6.2. **Services Interruption Credits.** To request a credit for a Services Interruption, Customer must contact Smart City Metro Customer Service or deliver a written request (in a form reasonably requested by Smart City Metro) pursuant to Section 7.4 within 30 days of the end of the month for which a credit is requested. Smart City Metro Customer Service may be contacted by calling (407) 828-6400, or via email at customerservice@smartcitymetro.com. In no event shall the total amount of credits issued to Customer per month exceed the non-recurring charges and monthly recurring charges invoiced to Customer for the affected Services for that month.

ARTICLE 7. GENERAL TERMS

7.1. **Force Majeure.** If the performance of the Agreement, or of any obligation hereunder, is prevented, restricted, or interfered with by reason of any of the following: (a) earthquakes, fire, explosion, breakdown of plant, epidemic, pandemic, hailstorm, hurricane, lightning, tornado, cyclone, flood, or power failure or restrictions of use or curtailment of service by electric utility; (b) war, revolution, civil commotion, labor disputes, strikes, lockouts, acts of public enemies, blockade, or embargo; or (c) any other circumstances whether similar or dissimilar beyond the reasonable control of the other Party affected; then the Party affected, upon giving prompt written notice to the other Party, shall be excused from such performance and liability on a day-to-day basis to the extent such provision, restriction or interference is continuing (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so prevented, restricted, or interfered with); provided that such Party so affected shall use its commercially reasonable efforts to provide or remove such causes of non-performance and both Parties shall proceed to perform with dispatch whenever such causes are removed or cease. Notwithstanding the above, should a circumstance of Force Majeure resulting in non-performance under the Agreement by either Party continue for more than 60 days, either Party may terminate the applicable CSO and/or the Agreement upon 30 days prior written notice to the other Party without further liability; provided however, Customer shall reimburse Smart City Metro for its actual costs of installation of facilities to Customer's Services Location(s) on or before the end of the 30 day notice period. In addition, upon the cessation or other resolution of the Force Majeure event that resulted in Customer's termination of the CSO and/or the Agreement for Services, Customer will use its best efforts to enter into a new CSO and/or agreement with Smart City Metro for the terminated Services.

7.2. **Assignment and Resale.** Customer may not assign

its rights and obligations under the Agreement or any CSO without the express prior written consent of Smart City Metro, which will not be unreasonably withheld by Smart City Metro. The Agreement shall apply to any permitted transferees or assignees. Customer may **NOT** resell the Services to third party end users.

7.3. **Affiliates.**

(A) Services may be provided to Customer pursuant to the Agreement by an Affiliate of Smart City Metro. If a CSO requires the delivery of Services in a jurisdiction where, in order for such CSO to be enforceable against the Parties, additional terms must be added, then the Parties shall incorporate such terms into the CSO (preserving, to the fullest extent possible, the terms of the Agreement). Notwithstanding any provision of Services to Customer pursuant to the Agreement by an Affiliate of Smart City Metro, Smart City Metro shall remain responsible to Customer for the delivery and performance of the Services in accordance with the terms and conditions of the Agreement.

(B) Notwithstanding anything in the Agreement to the contrary, Smart City Metro may provide a copy of the Agreement to its Affiliate for purposes of this Section 7.3, without notice to, or consent of, the Customer.

7.4. **Notices.** Notices hereunder shall be in writing and sufficient and received if delivered in person, or when sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service (or other applicable postal delivery service), addressed as follows:

IF TO SMART CITY METRO:

For billing inquiries/disputes, requests for Services Level credits and/or requests for disconnection of Services (for other than default):

Smart City Metro
3100 Bonnet Creek Road (overnight only)
P.O. Box 22856 (mailing)
Lake Buena Vista, Florida 32830-2856
Attn: Customer Service
Telephone: (407)-828-6400
Facsimile: (407) 828-6701
Email: customerservice@smartcitymetro.com

For all other notices, to the same address above, addressed to:

Director - Contracts
Facsimile: (407) 828-6651

IF TO CUSTOMER, to the Customer address in the CSO;

or at such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. All such notices shall be deemed to have been given on (i) the date delivered if delivered personally, (ii) the business day after dispatch if sent by

overnight courier, (iii) the third business day after posting if sent by U.S. Postal Service (or other applicable postal delivery service), or (iv) the date of transmission if delivered by facsimile or electronic mail (or the business day after transmission if transmitted on a weekend or legal holiday). Notwithstanding the foregoing, any notices delivered by Smart City Metro to Customer in the normal course of provisioning of Services hereunder shall be deemed properly given if delivered via any of the methods described above or via electronic mail to the address listed on any CSO.

7.5. **Contents of Communications.** Smart City Metro shall have no liability or responsibility for the content of any communications transmitted via the Services, and Customer shall defend, indemnify and hold Smart City Metro harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Services. Smart City Metro provides only access to the Internet; Smart City Metro does not operate or control the information, services, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against Smart City Metro relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

7.6. **Publicity.** Neither Party shall have the right to use the other Party's or its Affiliates' trademarks, service marks or trade names or to otherwise refer to the other Party in any marketing, promotional or advertising materials or activities. Neither Party shall issue any publication nor press release relating to any contractual relationship between Smart City Metro and Customer, except as may be required by law or agreed between the Parties in writing.

7.7. **Non-Disclosure.** Any information or documentation disclosed between the Parties during the performance of the Agreement shall be subject to the terms and conditions of any applicable non-disclosure agreement then in effect between the Parties. Notwithstanding the foregoing, Customer may release the Agreement to Orange County, Florida or any other governmental entity if, as and when Customer is required to do so by contract or applicable law.

7.8. **Governing Law.** The Agreement shall be governed and construed in accordance with the laws of the State of Florida, U.S.A., without regard to its choice of law rules.

7.9. **Amendment.** The Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each Party. Without limiting the generality of the foregoing, any handwritten changes to any portion of the Agreement shall be void unless acknowledged and approved in writing by a duly authorized representative of each Party.

7.10. **Survival.** The provisions of this Article 7 and Articles 3, 5 and 6 and any other provisions of the Agreement that by their nature are meant to survive the expiration or termination of the Agreement shall survive the expiration or termination of the Agreement.

7.11. **Relationship of the Parties.** The relationship between Customer and Smart City Metro shall not be that of partners, agents, or joint venturers for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, without limitation, for federal income tax purposes.

7.12. **No Waiver.** No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

7.13. **Severability.** If any provision of the Agreement shall be declared invalid or unenforceable under applicable law, said provision shall be ineffective only to the extent of such declaration and shall not affect the remaining provisions of the Agreement. In the event that a material and fundamental provision of the Agreement is declared invalid or unenforceable under applicable law, the Parties shall negotiate in good faith respecting an amendment hereto that would preserve, to the fullest extent possible, the respective benefits

and burdens imposed on each Party under the Agreement as originally executed.

7.14. **Joint Product.** The Parties acknowledge that the Agreement is the joint work product of the Parties. Accordingly, in the event of ambiguities in the Agreement, no inferences shall be drawn against either Party on the basis of authorship of the Agreement.

7.15. **Third Party Beneficiaries.** The Agreement shall be binding upon, inure solely to the benefit of and be enforceable by each Party hereto and their respective successors and assigns hereto, and nothing in the Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

7.16. **Counterparts.** The Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

The Parties hereto have caused this Master Services Agreement to be duly executed intending that it shall be effective and legally binding upon them as of the latest date of execution below.

CUSTOMER

SMART CITY METRO

Orlando/Orange County Convention & Visitors Bureau, Inc.

Smart City Solutions II, LLC

By: Keith Swider

By: _____

Name: KEITH SWIDER

Name: _____

Title: VP OF FINANCE

Title: _____

Date: 6-9-2020

Date: _____