



Litmus Software, Inc.  
675 Massachusetts Avenue, 11<sup>th</sup> Floor  
Cambridge, MA 02139

Customer: Orlando Orange County  
Convention & Visitor's Bureau, Inc. / DBA  
Visit Orlando  
Offer Valid Through: November 6, 2020  
Proposed by: Antonio Landgrave  
Quote number: LREF-17804

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## ORDER FORM

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### Subscription Details

Subscription Start Date: October 30, 2020

Payment Method: Check

Subscription Term (Months): 12

Payment Terms: Net 30

Billing Currency: USD

Billing Method: Email

Billing Frequency: Semi-Annual

Service	Quantity	Fee
Litmus Subscription	1	Subscription Price
Users	10	Included
Email Previews	120,000	Included
Email Analytics Opens	24,000,000	Included
<b>Total:</b>		<b>\$15,500.00</b>

Customer shall pay Litmus all Fees due for the entire Subscription Term, regardless of any cancellation, termination or downgrade by Customer of its subscription. All Fees are exclusive of taxes. THIS IS NOT AN INVOICE.

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### Customer Information

Bill To:

Ship To:

6277 Sea Habor Dr, Ste 400  
Orlando, Florida 32887  
United States

6277 Sea Harbor Dr, Ste 400  
Orlando, Florida 32821  
United States

Billing Company Name: Orlando Orange County Convention & Visitor's Bureau, Inc. / DBA Visit Orlando

Primary Contact Name: Jeff Braswell  
Primary Contact Title: CIO

Billing Contact Name: Keith Swider

Primary Contact Phone: 407-541-4233

Billing Phone: (407)363—5823

Primary Contact Email Address: jeff.braswell@visitorlando.com

Billing Email Address: keith.swider@visitorlando.com

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### Purchase Order Information

Does Customer require a Purchase Order (PO) for the purchase of the Service or payment of the Fees on this Order Form?

No

Yes

If yes, please complete the following:

PO Number: n/a

PO Amount n/a

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## Terms

Terms of Service. This Order Form is subject to the Terms of Service and Privacy Policy (located at <https://litmus.com/terms> and <https://litmus.com/privacy>, collectively referred to as the "Litmus Terms"), which are incorporated herein by reference. In the event of a conflict between this Order Form and the Litmus Terms, this Order Form shall control.

### Additional Terms.

- Changes. Notwithstanding anything to the contrary in Section 2 "Changes" of the Terms of Service, the version of Terms of Service dated December 20, 2019, which are in effect as of the Subscription Start shall control during the Subscription Term. Any changes to those Terms of Service shall be mutually agreed upon writing between the parties. In addition, Customer understands that the Services are evolving. As a result, Customer acknowledges that Litmus may change the Services, including any features of the Services, at any time; provided, however, that such changes shall not materially diminish the Services."
- Support. The second sentence of the first paragraph under Section 3 "Support" of the Terms of Services is deleted in its entirety and replaced with the following:  
  
"Litmus shall no obligation to provide any support and /or maintenance services to the extent resulting from problems, errors or inquiries relating to systems or any other network, equipment, service or software not owned, controlled or procured by Litmus. Any agreement for the provision of such support and/or maintenance shall be mutually agreed upon in writing, and may be subject to additional fees."
- Plan Upgrades. Notwithstanding anything to the contrary in Section 5, under the bullet titled "Plan Limits," if Customer exceeds the scope of Services or volume limitations pursuant to the terms of its Plan, as set forth in this Order Form above, Litmus shall not automatically upgrade Customer's Plan. Rather, the parties shall meet and confer in good faith and enter into a written agreement to address the additional scope of Services and/or changes in volume limitations, including any additional Fees that shall apply. Customer shall, however, remain responsible for the Fees applicable to any such excess usage beyond the scope of its Plan.
- No Auto-Renewal. Notwithstanding anything to the contrary under the bullet titled "Annual Plans" in Section 5 "Fees and Payment" of the Terms of Service, the Subscription Term of this Order Form will not automatically renew. Your subscription will expire at the end of the Subscription Term set forth above.
- Charges; Payments; Taxes. Notwithstanding anything to the contrary under the bullet titled "Changes; Payments; Taxes" in Section 5 "Fees and Payment" of the Terms of Service, the Fees set forth in this Order Form shall remain fixed for the Subscription Term of the Order Form. Customer shall, however, remain responsible for any additional amounts due related to Customer's use of Services in excess of the usage limitations or scope of services set forth in this Order Form, which shall be billed at then-current rates.
- Use of Name. Section 8 "Use of Name" of the Terms of Service is deleted in its entirety and replaced with the following:  
  
"Litmus shall not identify You as a customer or use Your name or logo in any customer lists or for any other marketing or promotional purposes without Your prior written permission in each instance. Such permission is at Your sole discretion and may be revoked at any time upon reasonable written notice."
- Section 10 "Indemnity" of the Terms of Service is amended to add the following language to the end of the section:

". . . Subject to the indemnification procedure set forth below, Litmus will indemnify, defend and hold You, Your parent, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and expenses, including attorneys' fees) from any third party claim or demand that the Website or other Services infringe the intellectual property rights of such third party. If such a claim is brought, or is likely to be brought in the sole opinion of Litmus, Litmus will, at its option and expense: (a) obtain the right for You to continue using the Services; (b) replace or modify the affected Services so that they become non-infringing; or (c) upon notice to You, terminate this Agreement or Your use of the affected Services, provided that Litmus promptly refunds to You a pro rata portion of any unearned subscription fees pre-paid under the applicable Order Form for the affected Services. The obligations of Litmus in this Section do not cover third party claims to the extent such claims arise from: (i) any products, services, technology, materials or data not created or provided by Litmus (including without limitation any of Your Content, Submissions and/or Email Analytics Data); (ii) any part of the Services made in whole or in part in accordance to Your specifications; (iii) any modifications made after delivery by Litmus; (iv) any combination with other products, processes or materials not provided by Litmus (where the alleged damages, costs or expenses arise from or relate to such combination); (v) where You continue allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (vi) Your use of the Services is not strictly in accordance with the terms and conditions of the Agreement.

Each party's obligation to indemnify the other party is conditioned on the party seeking indemnification to: (a) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby; (b) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement, provided that the indemnifying party shall not settle any claim without the prior written consent of the indemnified party if such settlement exposes the indemnified party to any liability (such consent not to be unreasonably withheld or delayed); and (c) give the indemnifying party reasonable assistance in the defense and settlement of any claim, suit or proceeding for which indemnity is claimed. This Section 10 (Indemnity) states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this Section."

8. Limitation of Liability. The second to the last sentence of Section 11 "Limitation of Liability" of the Terms of Service is amended to read as follows:

"FURTHERMORE, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY MATTER BEYOND ITS REASONABLE CONTROL."

9. Waivers. The second sentence of Section 15 "Miscellaneous" of the Terms of Service is amended to read as follows:

"A waiver of any rights by either party hereunder must be express and in writing to be effective."

10. Governing Law; ARBITRATION; Venue. Section 16 "Governing Law; ARBITRATION; Venue" of the Terms of Service is amended to replace all references to the "Commonwealth of Massachusetts" with the "State of New York."

Support. Please contact us by email at the following:

- General Inquiries: [hello@litmus.com](mailto:hello@litmus.com)
- Enterprise Customer Support Inquiries: [enterprise@litmus.com](mailto:enterprise@litmus.com)
- Billing Inquiries: [billing@litmus.com](mailto:billing@litmus.com)

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This Order Form shall become legally binding upon receipt of the fully executed Order Form by Litmus. Litmus may reject this Order Form if it is incomplete, has been modified by Customer, or does not match our records.

ORLANDO ORANGE COUNTY CONVENTION &  
VISITOR'S BUREAU, INC., DBA VISIT ORLANDO

DocuSigned by:  
*Keith Swider*  
Signature: \_\_\_\_\_  
F259CFCF562E4B3...

Name: Keith Swider

Business Title: VP of Finance and Business Affairs

Date: 11/3/2020

LITMUS SOFTWARE, INC.

DocuSigned by:  
*Christopher M. Walker*  
Signature: \_\_\_\_\_  
E134A353FF4F41D...

Name: Christopher M. Walker

Business Title: VP Finance

Date: 11/4/2020