

Order Form

Software and Subscription



To: **Keith Swider**
Orlando/Orange County Convention & Visitors Bureau
6277 Sea Harbor Drive, Suite 400
Orlando, FL 32821-8043

Date	March 9, 2021
Expiration	April 8, 2021
Salesperson	Kyle Vickery
Payment Terms	ACH or CC
Due Date	4/1/21

This Order Form (this 'Order Form'), dated as of 03/09/2021 (the 'Effective Date'), is between Columbus US, Inc. ('Columbus'), and Orlando/Orange County Convention & Visitors Bureau, ('Client'). Columbus and Client, intending to be legally bound, agree that this Order Form and the attached Exhibit A govern Client's payment and certain other obligations with respect to the Software referenced below:

Description	Qty	Unit Price	License period	Ext. Price
Dynamics 365 Business Central Essential	6.00	\$ 42.00	Monthly	\$ 252.00
<i>From SA from VL/DPL \$252 per month for 6 BC Licenses</i>				
Nodus PayFabric	1.00	3,600.00	Annually	\$ 3,600.00
Nodus PayFabric setup for BC	1.00	1,199.00	One-time	\$ 1,199.00
<i>PayFabric Receivables - Tier 1</i>				
Concur Wipfli InvoiceConnect for BC	1.00	2,500.00	Annually	\$ 2,500.00
Concur Wipfli InvoiceConnect (One-time setup fee)	1.00	2,500.00	One-time	\$ 2,500.00
Total software				\$ 10,051.00
Software Enhancement	Base	%	Period	Fee
	\$ -	16%	Annually	
Other items				
Retainer deposit	3 months of Cloud Fee's			
Estimated taxes (final taxes may differ)	Check if tax exempt ()			
Total				\$ 10,051.00

IN WITNESS WHEREOF, the parties hereto have caused this Order Form to be executed by their respective duly authorized representatives as of the Effective Date first written above

Orlando/Orange County Convention & Visitors Bureau

Columbus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT A – TERMS AND CONDITIONS

1. SOFTWARE AND SUBSCRIPTION; APPLICABLE TERMS. This Order Form covers payment only for the referenced Software. If Client is interested in any Software not referenced on page 1, the parties will sign a new Order Form substantially similar to this one. This Order Form does not provide Client with any rights to the Software. Client will agree to the terms and conditions applicable to the Software directly with the owner thereof (the “EULA”). For the avoidance of doubt, Client acknowledges that Columbus will have no rights or obligations under the EULA nor any agreement signed between Client and the owner of the Software nor any other obligations with respect to the Software other than the collection of fees set forth herein. ALL SOFTWARE AND SUBSCRIPTIONS ARE NON-REFUNDABLE ONCE THIS AGREEMENT IS SIGNED.

2. COMMENCEMENT DATE. Client’s rights in the Software will commence on the latest to occur of (a) the date of this Order Form or (b) the date that Columbus receives the advance payments described in Section 3 below or (c) the date that Client accepts the EULA.

i. Subscription. If the Software is licensed on a “Subscription” basis, Client’s rights to use the Software shall continue for the License Period set forth in the table on page 1; thereafter, the License Period shall renew automatically for the same period as the Initial License Period unless Client provides Columbus with written notice of its intent to terminate no less than forty-five (45) days prior to the expiration of the then-current License Period.

ii. Perpetual. If the Software is licensed on a “Perpetual” basis, Client’s rights to use the Software shall continue indefinitely except in the event of a material breach by Client.

iii. Maintenance. If the table on page 1 shows that Maintenance is included, then Client’s rights to Maintenance shall continue for the period paid for by Client.

3. TERMS OF PAYMENT

3.1. Payment in Advance; Deposit. Concurrently with its signature of this Order Form, Client will pay Columbus the total amount set forth in the last line of the table on page 1, which includes (a) Software fees, (b) Maintenance fees (if any) and (c) a retainer. The retainer will be held by Columbus as a refundable deposit, without liability for interest, as security for the continuing payment obligations in this Order Form. If at any time an amount payable by Client hereunder is overdue and unpaid, Columbus may at its option, apply any portion of the retainer toward the payment of such overdue amount not paid by Client as required herein. In the event the entire retainer or any portion thereof is applied by Columbus towards the payment of overdue amounts, Client shall on the written demand of Columbus remit to Columbus such sum as is sufficient to restore such retainer to the original sum deposited (as set forth in the table on page 1). If such retainer is not so applied prior to expiration or termination of this Order Form, then the retainer will be applied to those amounts due to Columbus at the end of the final License Period. In the event the entire retainer or any portion thereof is not applied by Columbus towards the payments of overdue amounts accrued pursuant to the provisions of this Order Form, then Columbus will return to Client such unused retainer within sixty (60) days after the end of the final License Period.

3.2. Software Fees; Taxes. The monthly or annual fees are set forth in the table above. Client hereby authorizes Columbus to withdraw the Software fees on a recurring basis (monthly or annually, as set forth above) via ACH/wire transfer from Client’s bank account. Client will sign documentation required by Columbus or Client’s bank in order to effectuate the automatic withdrawals. Fees are exclusive of taxes and do not include hardware or required services.

3.3 Maintenance Fees. The cost and term of Client’s Software Maintenance plan is identified in the table on page 1. Software Maintenance does not include any rights to new products or to other solutions. In the event Client terminates Software Maintenance and subsequently re-subscribes to a new Software Maintenance plan, Client shall pay an amount equivalent to all Software Maintenance fees during the lapsed period in order to receive the most recent version of the Software as well as any applicable penalties and fees assessed by the owner of the Software. “Updates” refer to patches, bug fixes or new releases of the Software including associated documentation that improve function or performance by changes in system design or coding within the same product line.

3.3.1 If the Software is licensed on a “Subscription” basis, Client shall be entitled to receive any Updates during the License Period.

3.3.2 If the Software is licensed on a “Perpetual” basis, Updates are subject to Client being on an active Software Maintenance plan.

3.4 Adjustment of Fees. Columbus shall be entitled to adjust the fees on thirty (30) days’ written notice to Client. Columbus shall be entitled to adjust the fees at any time based on a change in the number of Client’s users and/or actual consumption for Azure licensing.

3.5 Failure to Pay. If Client fails to pay any amount in advance in full on the required date, Columbus will give Client a notice of payment failure. If Client fails to make payment in full during the three (3) business days after the date of Columbus’ notice, then Columbus can suspend Client’s rights to use the Software at any time thereafter. In the event Client’s rights terminate or are suspended for any reason for Software licensed on a “Subscription” basis and Client subsequently re-subscribes to a new License Period, Client shall pay an amount equivalent to all fees during the lapsed period in order to receive the most recent version of the Software.

4. TERMINATION. Client's rights with respect to the Software shall be terminated and Client shall immediately discontinue all use of the Software upon the occurrence of any of the following:

- i. For Software licensed on a "Subscription" basis, expiration of the then-current License Period without payment to extend the License Period.
- ii. Any non-monetary material breach by Client of this Order Form that remains uncorrected for thirty (30) days following written notice to Client.
- iii. Any failure to pay by Client that remains uncorrected for three (3) business days following written notice to Client. For the avoidance of doubt, Client acknowledges that Columbus has the option to terminate Client's rights in accordance with this clause (iii) or to suspend Client's rights in accordance with Section 3.5 above.

Client acknowledges and agrees that Columbus and the owner of the Software have no obligation to retain Client's data and that Client's data may be irretrievably deleted following the termination of Client's rights pursuant to this Order Form for any reason, including failure to pay.

5. DISCLAIMER. CLIENT WILL LOOK TO THE SOFTWARE OWNER AND NOT COLUMBUS FOR ANY PROBLEMS WITH THE SOFTWARE. COLUMBUS DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO THE SOFTWARE OR THAT THE SOFTWARE WILL MEET ANY CLIENT REQUIREMENTS OR THAT ITS OPERATION OR USE WILL BE ERROR-FREE, AND COLUMBUS MAKES NO WARRANTIES REGARDING THE VALIDITY, ACCURACY OR ENFORCEABILITY OF (I) ANY OUTCOME PURPORTED TO BE GENERATED OR ENTERED INTO USING THE SOFTWARE OR (II) ANY DATA OR OTHER INFORMATION TO BE TRANSFERRED OR PROCESSED USING THE SOFTWARE. IN NO EVENT SHALL COLUMBUS BE HELD LIABLE FOR ANY LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES, OR COST OF SUBSTITUTE GOODS OR SERVICE, ARISING OUT OF THIS ORDER FORM OR CLIENT'S USE OR MAINTENANCE OF THE SOFTWARE, EVEN IF COLUMBUS IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COLUMBUS BE HELD LIABLE FOR ANY AMOUNT IN EXCESS OF THE AMOUNT ACTUALLY PAID BY CLIENT TO COLUMBUS UNDER THIS ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM. COLUMBUS SHALL NOT BE HELD TO ANY LIABILITY WITH RESPECT TO ANY CLAIM BY A THIRD PARTY ON ACCOUNT OF OR ARISING FROM THE USE OR MAINTENANCE OF THE SOFTWARE. EXCEPT TO THE EXTENT COVERED BY A SEPARATE AGREEMENT WITH CLIENT WHEREBY COLUMBUS HAS BEEN RETAINED FOR SUCH SERVICES, COLUMBUS ASSUMES NO RESPONSIBILITY FOR THE INTEROPERABILITY OF THE SOFTWARE WITH ANY OF CLIENT'S EXISTING SOFTWARE, ALL OF WHICH SHALL BE THE RESPONSIBILITY OF CLIENT OR ANY IMPLEMENTATION PARTNER RETAINED BY CLIENT.

6. VENUE AND LAW. This Agreement shall be construed and governed by the laws of the State of California without regard to conflicts of laws or principles. Both parties agree that any disputes as to how this Agreement shall be interpreted or construed, including questions relating to the contents, termination, scope and breach thereof, and any query or dispute arising out of this Order Form, shall be brought in a court sitting in Orange County, California, and they both consent to the jurisdiction of those court.