

IN THE GEORGIA STATE-WIDE BUSINESS COURT
STATE OF GEORGIA

INSIGHT GLOBAL, LLC,

Plaintiff,

v.

JOHN DOE COMPANY,

Defendant.

CIVIL ACTION
FILE NO.

COMPLAINT FOR DECLARATORY RELIEF AND MONEY DAMAGES

Plaintiff, Insight Global, LLC (“Insight Global”), by and through its counsel and for its Complaint against Defendant John Doe Company, doing business as “Orlando World Center Marriott” states as follows:

1. Insight Global is one of the largest staffing companies in the United States, with over 60 offices in the United States and Canada, and each year helping more than 40,000 professionals in information technology, accounting, engineering, and health care to connect with and find new employment supporting companies across North America. The corporate headquarters for Insight Global has always been located in the Atlanta, Georgia metropolitan area.

2. Every year, Insight Global has brought together employees from each of its offices for an annual company conference. As Insight Global has grown, the size of the conference has grown. The January 2020 conference included approximately 2,200 attendees from Insight Global’s offices in the United States and Canada. Insight Global makes a substantial investment in planning and conducting the annual conference as an opportunity for building and sustaining Insight Global’s company culture and shared commitment to excellence and service that are critical to Insight Global’s mission. Insight Global invests significant time and effort to create a

conference experience that combines networking and relationship building during meals and social activities with large, professionally produced group meetings.

3. Insight Global had planned to convene its January 2021 annual conference at a hotel and conference center in Orlando, Florida that advertises itself as the Orlando World Center Marriott (the “Hotel” or “Defendant”). Insight Global developed a detailed plan for the conference, with the specific meeting rooms, head count, and food and beverage service specified on an hour-by-hour basis. This plan was memorialized in a contract (the “Agreement”) with Defendant, a copy of which, including all subsequent addenda, is attached hereto as Exhibit A.

4. Unfortunately, the COVID-19 pandemic interrupted the annual conference. The conference as planned made the logistics of indoor meetings and food service for more than two thousand participants impossible to carry out safely and in compliance with applicable government regulations and hospitality industry practices implemented in response to the pandemic. All of the meetings were scheduled for rooms that could not accommodate six-foot social distancing for the anticipated number of attendees, and substantially all of the food service was to be by buffet or similar open service that was now both unsafe and unlawful.

5. The conference as planned would have created a potentially devastating super-spreader event. With more than 2,200 people from approximately 60 cities in the United States and Canada converging by air travel in a single indoor venue for a multi-day event, the annual conference would have posed a substantial health risk to the conference attendees, the Hotel employees, and the public at large.

6. Insight Global expected the Hotel to readily agree to cancel the annual conference. Instead, Defendant insisted that the annual conference should proceed. Insight Global responded by requesting repeatedly that Defendant explain how it proposed to modify the conference services

to comply with health and safety requirements. Defendant refused to respond to any of these requests and instead demanded that Insight Global pay an exorbitant cancellation penalty of \$735,000.

7. Insight Global has made numerous efforts to attempt to resolve the matter amicably. Insight Global offered to re-book for a future date, but Defendant claimed the dates Insight Global proposed were unavailable. Insight Global repeatedly requested to speak with the Hotel's legal counsel, but Defendant again never cooperated. Instead, the Hotel's sales team used threats of grossly excessive cancellation penalties and litigation by the Hotel against Insight Global in strong-arm sales tactics to attempt to coerce Insight Global into rebooking on a future date that did not meet Insight Global's business needs. Insight Global informed Defendant in writing that the cancellation penalty Defendant was asserting violated Florida law, but Defendant still would not put Insight Global in contact with its own legal counsel and instead continued to threaten Insight Global.

8. Compounding the prejudice from Defendant's tactics, Defendant is doing business under a fictitious business name that is not registered with the Florida Secretary of State. The Agreement nowhere identifies the legal entity who is the contracting party, and Plaintiff has been unable after diligent efforts to identify any legal entity with the name "Orlando World Center Marriott."

9. In short, Defendant contracted with Insight Global to provide accommodations and services that became impossible for Defendant to perform lawfully or safely during the pandemic, Defendant refused to respond to Insight Global's repeated requests for any plan Defendant might propose to proceed with the conference, Defendant threatened Insight Global with an unlawful and exorbitant cancellation fee, and Defendant's sales team is now using bad faith threats of litigation

to attempt to coerce Insight Global into a new contract while hiding behind a fictitious business name that makes it impossible for Insight Global even to identify the legal entity committing these actionable wrongs or to find the responsible corporate officers and legal counsel to whom Insight Global might address its grievances.

Parties, Jurisdiction, and Venue

10. Plaintiff, Insight Global, LLC, is a Delaware limited liability company that maintains its corporate headquarters and a sales office at 1224 Hammond Drive, Suite 1500, Dunwoody, Georgia.

11. Defendant, John Doe Company, is an unknown business entity, that, at all times relevant to this action, has held itself out as managing the operations of the Orlando World Center Marriott and related facilities at 8701 World Center Drive, Orlando, Florida.

12. This Court has subject matter jurisdiction pursuant to O.C.G.A. §15-5A-3 because this case involves breach of contract claims between businesses arising out of business transactions. This Court has personal jurisdiction over Defendant pursuant to O.C.G.A. § 9-10-91 because Defendant transacted business in Georgia by negotiating and contracting with an Atlanta-based company to provide lodging, food, and services for hundreds of Georgia residents and because Defendant committed tortious acts and/or omissions that caused tortious injury in Georgia. Defendant worked closely with Plaintiff's Atlanta-based Director of Corporate Events over a period of many years to plan annual sales conferences at the Hotel for 2016, 2017, 2018, and 2019 in addition to the planned 2021 conference at issue in this suit. It was well known to Defendant that Insight Global's Director of Corporate Events worked in Insight Global's corporate headquarters in Atlanta, Georgia and that a substantial number of each year's attendees were Georgia residents who worked in Insight Global's Atlanta office. As alleged more fully herein,

Defendant's wrongful threats and deceptive business practices were carried out through communications directed by Defendant specifically to Insight Global's Director of Corporate Events, General Counsel and other Insight Global employees, all of whom were based in Insight Global's Atlanta headquarters and physically present in Georgia when Defendant's wrongful threats were transmitted and received. In addition, on information and belief, the Hotel regularly advertises and solicits business in Georgia for its hotel and conference facilities with numerous other Georgia-based companies and individuals, and Georgia residents are a material part of Defendant's business.

13. Venue is proper pursuant to O.C.G.A. §§ 15-5A-2(e)(1) and 9-10-93 because a substantial part of the events giving rise to this dispute occurred in DeKalb County, Georgia.

Facts Common to All Counts

14. Insight Global is a staffing company headquartered in Dunwoody, Georgia with over 60 offices across 33 states plus Washington, D.C. and two Canadian provinces. Every year, Insight Global hosts a high-energy, company-wide conference for over 2,000 employees from all of its offices to celebrate the past year's accomplishments and present goals for the upcoming year while participating in a multi-day agenda of networking, meeting, entertainment, and dining. Given the magnitude of the event, each year's conference is booked far in advance and is the subject of extensive planning by Insight Global's executives, coordinated by Insight Global's Director of Corporate Events.

15. Before entering into the Agreement for the 2021 conference at issue in this suit, Insight Global already had a long relationship with the Hotel. Insight Global previously had contracted with the Hotel to host its annual conference for multiple successive years, in 2016, 2017, 2018 and 2019.

16. On March 29, 2019, after extensive discussions between the Hotel and Insight Global’s Director of Corporate Events, Insight Global executed the Agreement with “Orlando World Center Marriott” to provide the venue for Insight Global’s January 2021 conference. (Exhibit A.)

17. In 2020, the world faced (and still is today) an unprecedented health crisis with the spread of the highly infectious novel coronavirus, COVID-19. COVID-19 spreads through aerosols or droplets containing the virus when they are inhaled or come directly into contact with the eyes, nose, or mouth. The virus is highly transmissible in poorly ventilated and/or crowded indoor settings where people tend to spend longer periods of time because aerosols and droplets remain suspended in the air.¹ The Centers for Disease Control and Prevention (“CDC”), the World Health Organization (“WHO”) and individual state departments of health have stated that the spread of COVID-19 can be mitigated by avoiding the “3Cs: spaces that are closed, crowded or involve close contact.”

18. On March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring a Public Health Emergency in the State of Florida due to the COVID-19 pandemic.

19. On March 13, 2020, Mayor Jerry Demings issued Emergency Executive Order 2020-01 to declare a State of Local Emergency in Orange County, Florida.

20. Subsequent to these emergency declarations, Mayor Demings issued additional Emergency Executive Orders requiring face coverings consistent with CDC guidelines in places open to the public—whether indoors or outdoors— (Emergency Executive Order 2020-25) and instituting standards for social distancing at gatherings, limiting indoor occupancy at food establishments to 25% of building occupancy, and prohibiting buffets, salad bars, and drink

¹ *Coronavirus Overview*, WHO, https://www.who.int/health-topics/coronavirus#tab=tab_1.

stations (Emergency Executive Order 2020-12)². These restrictions imposed in Orange County, Florida remained in effect at all times relevant to this dispute and, as explained in greater detail below, made it quite literally impossible for Defendant to provide the food service and meeting room accommodations contracted for in the Agreement in accordance with local health and safety orders.

21. The COVID-19 pandemic worsened throughout the world. In Florida, new reported cases of COVID-19 continued to rise and reached a peak in late July 2020.³ Forty-three states, including both Florida and Georgia, enacted stay-at-home orders. These orders were coupled with or followed by travel restrictions including requirements to quarantine following travel from Florida for at least most of the states where Insight Global has offices, and nonessential travel between the United States and Canada was banned.

22. Under these pandemic conditions, proceeding with performance of the parties' Agreement would have recklessly endangered the health and safety of not only Insight Global's employees, but also the Hotel staff, the traveling public who came in contact with the conference attendees, and each of their respective households, workplaces, and broader communities after the conference. It is probable that proceeding with the conference would have resulted in at least hundreds and likely thousands of COVID-19 infections and life-threatening illness or death. It

² Enacted May 4, 2020, ratified and affirmed by Executive Order 2020-16 on May 18, 2020 but expanded the capacity for restaurants and food establishments up to 50% of seating capacity. These orders remain in effect to date per Executive Order 2021-21 which ratified and affirmed the State of Local Emergency in Orange County Florida.

³ *New York Times* Florida Coronavirus Map and Count, <https://nyti.ms/3bFwwRh>, attached as Exhibit B.

was apparent that an event of this magnitude clearly posed a substantial risk of creating a highly dangerous “super-spreader event.”⁴

23. The Agreement provided that the conference events were to take place indoors and that dining events were to be served buffet-style. The largest conference spaces offered by the Agreement were “Cypress 1 and 2” and the “Crystal A-J” to host events for 2,200 total guests. The Cypress space is 68,576 square feet, and the Crystal A-J space is 39,500 square feet. In order to allow for six feet of social distancing for 2,200 people, at least 79,200 square feet would be required.

24. As of July 2020, there was no vaccine for COVID-19 approved for use in the United States, nor was there any credible expert predicting that, even if a vaccine were to be approved expeditiously, the majority of persons residing in the United States and Canada would be inoculated by the time of the sales conference in January 2021. As actual events unfolded, only a small percentage of Americans and Canadians in the highest risk demographics had been inoculated by the scheduled date of the conference in January 2021. In other words, substantially all of the anticipated conference attendees had not been inoculated as of the scheduled conference date.

25. By July 2020, it became clear to Insight Global that it would be impossible for Insight Global’s sales conference to occur due to the likelihood of creating a “super-spreader event” and risk serious illness and death for Insight Global employees, their families, co-workers, and their respective communities. In addition, the Orange County restrictions quite literally made it impossible for the Hotel to perform lawfully the specific contracted-for food service

⁴ See e.g., *SARS-CoV-2 (COVID-19) superspreader events*, Elsevier Public Health Emergency Collection (US National Library of Medicine, National Institutes of Health), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7685932/>

arrangements and indoor meeting room facilities, while the various local, state, national, and international travel restrictions and quarantine requirements for Insight Global employees returning home after the event would have made attending the event extraordinarily disruptive for conference attendees.

26. In or about July 2020, Insight Global raised its concerns about the pandemic and the Hotel's ability to host the annual sales conference. No assurances were provided by the Hotel, and at no time did the Hotel provide any explanation how the pandemic would impact the Hotel's ability to perform the Agreement. Insight Global raised the possibility of rebooking the conference, but the Hotel rejected that proposal. Following those discussions, Insight Global sent a termination notice to the Hotel. See July 28, 2020 Notice attached as Exhibit C.

27. On August 3, 2020, the Hotel responded by demanding a penalty in the amount of \$735,000 less the \$40,000 deposit that Insight Global had already paid. The Hotel still did not provide any assurances that the Hotel was ready, willing, and able to perform the Agreement, nor did the Hotel address in any way how it would modify any of the contracted-for services that now were plainly prohibited by local law.

28. On September 1, 2020, Insight Global sent a letter to the Hotel objecting to the Hotel's demand for payment of the cancellation penalty, requesting assurances how the Hotel would safely and lawfully perform the Agreement, and requesting that the Hotel have its legal counsel contact counsel for Insight Global to discuss the matter. The Hotel provided no substantive response to this letter. See September 1, 2020 Letter attached as Exhibit D.

29. On September 17, 2020, Insight Global sent another letter to the Hotel to follow up on its September 1, 2020 letter, again asking the Hotel to explain how the Hotel proposed to perform the Agreement in light of the pandemic conditions and again asking that the Hotel forward

the letter to legal counsel. The Hotel again provided no substantive response to this letter. See September 17, 2020 Letter attached as Exhibit E.

30. In January 2021, the national case count for COVID-19 reached its peak in the United States, with over 300,000 new cases reported in a single day and the seven-day average for new cases exceeding 250,000.⁵

31. In late January 2021 — after the originally scheduled dates for the sales conference already had passed — the Hotel finally responded to Insight Global. Defendant offered to waive the cancellation penalty but only if Insight Global would rebook its sales conference with the Hotel for a later year. Only after several exchanges, in April 2021, did the Hotel assert that “there were no legal reasons”⁶ that the Hotel was unable to host Insight Global’s event and that the Hotel had “several protocols and standards in place... from the point [the Hotel] reopened in July [2020].” The Hotel repeated its prior threats of legal action to enforce the cancellation penalty but still provided no explanation of how it might have, for example, safely fed more than 2,000 unvaccinated people buffet-style indoors during the pandemic, nor did the Hotel explain why it had refused for months to engage in any discussion with Insight Global about how the Hotel might have modified its performance under the parties’ Agreement.

32. On May 7, 2021, the CDC updated its guidance regarding COVID-19 infection, confirming Insight Global’s concerns that proceeding with the sales conference in January 2021

⁵ New York Times, Coronavirus in the US: Latest Map and Case Count, <https://www.nytimes.com/interactive/2021/us/covid-cases.html>.

⁶ The Hotel’s own website indicated that it would comply with “all Marriott guidelines as well as any federal, state or local regulations, including guidance on capacities throughout our public spaces as well as social distancing.” See <https://whattoexpect.marriott.com/mcowc>. It was not until May 3, 2021, that Florida Governor DeSantis signed Executive Orders 21-101 and 21-102 to suspend and invalidate all remaining local emergency orders based on the COVID-19 state of emergency.

would have been recklessly dangerous. The CDC's guidance now indicates that the principal mode of transmission of COVID-19 is through fine respiratory droplets and aerosol particles and that transmission can occur farther than six feet from an infectious source in enclosed spaces with prolonged exposure of typically more than fifteen minutes.⁷ In other words, current CDC guidance now indicates that social distancing indoors is not an effective means of preventing transmission among persons who have not been vaccinated. In hindsight, the current guidance offers even further confirmation of Insight Global's prudence in attempting to engage Defendant in a dialogue about health and safety and Defendant's utter recklessness in repeatedly refusing even to discuss health and safety measures with Insight Global.

COUNT I
Declaratory Judgment and Monetary Relief
(Termination Was Justified Because Performance Was Impossible)

33. Insight Global re-alleges and incorporates by reference the preceding paragraphs 1 - 32 as though fully set forth herein.

34. Insight Global properly terminated the Agreement without liability under its express terms. The Agreement states in relevant part:

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster... to the extent such circumstance makes it illegal or impossible to provide or use the Hotel facilities.

Ex. A p. 9.

35. Even absent this express contract provision, Insight Global had the right to terminate because performance of the Agreement was in fact impossible without violating applicable law and risking serious physical injury and death.

⁷ <https://www.cdc.gov/coronavirus/2019-ncov/science/science-briefs/sars-cov-2-transmission.html>.

36. At the time Insight Global delivered written notice of termination to the Hotel and at the contracted-for time of performance, it was obvious that state and local governmental regulations would make it illegal and/or impossible for Insight Global to use or for the Hotel to make available the Hotel's facilities and perform the services as provided in the Agreement.

37. At the time Insight Global delivered written notice of termination to the Hotel and at the contracted-for time of performance, it was obvious that proceeding with performance of the Agreement would have posed a substantial risk to health and safety and created a grave risk of injury and death.

38. Even assuming that these risks and these legal impediments could have been reduced in some manner by modifying the Hotel's performance under the Agreement, which Insight Global disputes, the Hotel refused Insight Global's repeated requests to discuss whether reasonable modifications of the Hotel's agreed performance obligations were even possible in order to provide a safe and lawful basis to proceed.

39. The Hotel's refusal to respond to Insight Global's requests was in bad faith and has caused Plaintiff unnecessary trouble and expense.

40. This case involves an actual controversy of a judicable nature between the parties concerning their respective rights and legal relations under the Agreement.

41. Insight Global is entitled to a declaratory judgment by the Court, pursuant to O.C.G.A. §§ 9-4-1 et seq., that Insight Global terminated the Agreement without liability under the Impossibility provision, which would terminate the uncertainty or controversy giving rise to this civil action.

42. Insight Global further is entitled to repayment of its \$40,000 deposit, together with interest.

WHEREFORE, Insight Global respectfully requests that this Court enter a declaratory judgment declaring that Insight Global terminated the Agreement without liability because performance of the Agreement was impossible, a money judgment in the sum of \$40,000 plus interest, and for all other relief this Court deems just and appropriate, including costs and attorney fees pursuant to O.C.G.A. § 13-6-11 and pursuant to the attorneys' fee provision of the Agreement.

COUNT II
Declaratory Judgment and Monetary Relief
(Insight Global's Termination was Justified by Hotel's Failure to Provide Reasonable Assurances of Ability to Perform)

43. Insight Global re-alleges and incorporates by reference the preceding paragraphs 1 – 32 as though fully set forth herein.

44. The worsening of the COVID-19 pandemic and increasing state and local regulations restricting travel, gatherings, and the Hotel's business was reasonable grounds for insecurity regarding the Hotel's performance of the Agreement. Insight Global demanded adequate assurance of due performance of the Agreement from the Hotel.

45. At the time Insight Global demanded adequate assurance of due performance from the Hotel and at the contracted-for time of performance, it was obvious that state and local governmental regulations would make it illegal and/or impossible for Insight Global to use or for the Hotel to provide the Hotel's facilities as intended under the terms of the Agreement.

46. At the time Insight Global demanded adequate assurance of due performance from the Hotel and at the contracted-for time of performance, it was obvious that proceeding with performance of the Agreement would have posed a substantial risk to health and safety and created a grave risk of injury and death.

47. The Hotel did not respond to any of Insight Global's requests for assurances. Even assuming that these risks and these legal impediments could have been addressed by modifying

the Hotel's performance under the Agreement, which Insight Global disputes, the Hotel refused Insight Global's repeated requests to discuss whether reasonable modifications of the Hotel's agreed performance obligations could provide a safe and lawful basis to proceed.

48. Because the Hotel did not provide any assurances of its ability to perform in response to Insight Global's demands, Insight Global's termination of the Agreement was justified and did not constitute a breach of the Agreement.

49. The Hotel's refusal to respond to Insight Global's requests for assurances was in bad faith and has caused Plaintiff unnecessary trouble and expense.

50. This case involves an actual controversy of a judicable nature between the parties concerning their respective rights and legal relations under the Agreement.

51. Insight Global is entitled to a declaratory judgment by the Court, pursuant to O.C.G.A. §§ 9-4-1 et seq., that Insight Global's termination of the Agreement was justified and did not constitute a breach of the Agreement because the Hotel did not provide adequate assurance in response to Insight Global's demands for the same, which would terminate the uncertainty or controversy giving rise to this civil action.

52. Insight Global further is entitled to repayment of its \$40,000 deposit, together with interest.

WHEREFORE, Insight Global respectfully requests that this Court enter a declaratory judgment declaring that Insight Global's termination of the Agreement was justified and did not constitute a breach of the Agreement, a money judgment in the sum of \$40,000 plus interest, and for all other relief this Court deems just and appropriate, including costs and attorney fees pursuant to O.C.G.A. § 13-6-11 and pursuant to the attorneys' fees provision of the Agreement.

COUNT III
Declaratory Judgment
(Liquidated Damages Provision is Unenforceable)

53. Insight Global re-alleges and incorporates by reference the preceding paragraphs 1 – 32 as though fully set forth herein.

54. The “Liquidated Damages” provision of the Agreement is an unenforceable penalty.

55. The “Liquidated Damages” provision states: “Provided that Insight Global timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Insight Global relating to the cancellation.” The “Liquidated Damages” provision is unenforceable because it is optional and allows the Hotel of electing between liquidated or actual damages or even demanding both.

56. Additionally, the “Liquidated Damages” provision, which provides for 100% of the room revenue and 70% of the food and beverage guarantee, is unenforceable because it is so exorbitant that the Hotel could have intended it to serve only as a punitive or coercive means to induce full performance and not as a fair and reasonable measure of anticipated actual loss.

57. Insight Global brought to the Hotel’s attention that the Liquidated Damages provision was unlawful, but the Hotel refused to withdraw its demand for payment and refused Insight Global’s repeated requests to discuss the matter with legal counsel for the Hotel.

58. The Hotel acted in bad faith and has caused Plaintiff unnecessary trouble and expense.

59. This case involves an actual controversy of a judicable nature between the parties concerning their respective rights and legal relations under the Agreement.

60. Insight Global is entitled to a declaratory judgment by the Court, pursuant to O.C.G.A. §§ 9-4-1 et seq., that the Liquidated Damages provision in the Agreement is unenforceable under Florida law, which would terminate the uncertainty or controversy giving rise to this civil action.

WHEREFORE, Insight Global respectfully requests that this Court enter a declaratory judgment declaring that the Liquidated Damages provision in the Agreement is unenforceable under Florida law and for all other relief this Court deems just and appropriate, including costs and attorney fees pursuant to O.C.G.A. § 13-6-11 and pursuant to the attorneys' fees provision of the Agreement.

COUNT IV
Violation of Florida Deceptive and Unfair Trade Practices Act

61. Insight Global re-alleges and incorporates by reference the preceding paragraphs 1 – 32 as though fully set forth herein.

62. Section 501.204 of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Chapter 501, Part II, Florida Statutes, prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.”

63. The Hotel is engaged in trade and commerce in the State of Florida.

64. The following conduct of the Hotel was unfair and/or deceptive under the FDUTPA:

- a. Completely ignoring Insight Global’s requests for assurances and information relating to how the Hotel would host Insight Global’s event under the COVID-19 restrictions;
- b. Attempting to coerce Insight Global to re-book for a later date and pay a portion of the Liquidated Damages by threatening Insight Global with a spurious lawsuit

while refusing Insight Global's repeated requests to communicate with the Hotel's legal counsel;

- c. Including in the Agreement and attempting to enforce an unlawful Liquidated Damages provision against Insight Global;
- d. Using an unregistered fictitious business name to frustrate Insight Global's attempts to seek legal redress for the Hotel's bad faith tactics; and
- e. Acting in bad faith by making threats and demands with no reasonable factual or legal basis and causing Plaintiff unnecessary trouble and expense.

65. As a direct and proximate result of the Hotel's conduct, Insight Global has suffered damages.

WHEREFORE, Insight Global respectfully requests that this Court enter judgment in its favor and against Defendant for compensatory damages in an amount to be proven at trial, attorney fees and costs under Fla. Stat. § 501.2105 and Fla. Stat. § 501.211(2), and for all other relief this Court deems just and appropriate including costs and attorney fees pursuant to Fla. Stat. § 865.09(9)(b), O.C.G.A. § 13-6-11, and the attorneys' fees provision of the Agreement.

COUNT V
Breach of Contract
(in the alternative to Counts I, II, and III)

66. Insight Global re-alleges and incorporates by reference the preceding paragraphs 1 – 32 as though fully set forth herein.

67. Insight Global properly terminated the Agreement without liability under its express terms. The Agreement states in relevant part:

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster... to the extent such circumstance makes it illegal or impossible to provide or use the Hotel facilities.

Ex. A p. 9.

68. Even absent this express contract provision, Insight Global had the right to terminate because performance of the Agreement was in fact impossible without violating applicable law and risking serious physical injury and death.

69. At the time Insight Global delivered written notice of termination to the Hotel and at the contracted-for time of performance, it was obvious that state and local governmental regulations would make it illegal and/or impossible for Insight Global to use or for the Hotel to offer the Hotel's facilities and services as provided in the Agreement.

70. At the time Insight Global delivered written notice of termination to the Hotel and at the contracted-for time of performance, it was obvious that proceeding with performance of the Agreement would have posed a substantial risk to health and safety and created a grave risk of injury and death.

71. By Defendant's bad faith refusal to accept Insight Global's termination notice and instead making continued demands for unlawful penalties and withholding Insight Global's deposit, the Hotel breached the Impossibility provision of the Agreement and has caused Plaintiff unnecessary trouble and expense. As a direct and proximate result of the Hotel's breach of the Agreement, Insight Global has suffered damages.

WHEREFORE, Insight Global respectfully requests that this Court enter judgment in its favor and against Defendant for compensatory damages in an amount to be proven at trial and for all other relief this Court deems just and appropriate, including costs and attorney fees pursuant to O.C.G.A. § 13-6-11 and pursuant to the attorneys' fees provision of the Agreement.

COUNT VI
Violation of Fla. Stat. § 865.09(9)(a)

72. Insight Global re-alleges and incorporates by reference the preceding paragraphs 1 - 32 as though fully set forth herein.

73. “Orlando World Center Marriott” is the counterparty to the Agreement.

74. Upon information and belief, “Orlando World Center Marriott” is not a registered fictitious trade name or a registered business duly filed with the Florida Secretary of State.

75. It is unlawful for the Hotel to operate under an unregistered fictitious trade name under Fla. Stat. § 865.09(9)(a), and the Hotel should be held in default until it complies with the Act.

WHEREFORE, Insight Global respectfully requests that this Court enter a default against Defendant for violating Fla. Stat. § 865.09(9)(a) and award Plaintiff costs and attorney fees pursuant to Fla. Stat. § 865.09(9)(b).

Respectfully submitted this 25th day of May, 2021.

/s/ Stephen M. Parham

Stephen M. Parham
Georgia Bar No. 561279
Andrea J. Pearson
Georgia Bar No. 409604

BLOOM PARHAM, LLP
977 Ponce de Leon Avenue NE
Atlanta, Georgia 30306
Phone: (404) 577-7710
Fax: (404) 577-7715

Attorneys for Plaintiff

Exhibit A



**MARRIOTT
ORLANDO WORLD CENTER**

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: Orlando World Center Marriott, 8701 World Center Drive, Orlando, FL, 32821-6358, (407) 239-4200 and Insight Global and outlines specific conditions and services to be provided.

ORGANIZATION: Insight Global

CONTACT:

Name: Sue Boyle
 Job Title: Director of Marketing
 Street Address: 4170 Ashford Dunwoody Road NE Ste. 580
 City, State/Province: Atlanta, GA
 Postal Code: 30319
 Country: USA
 E-mail Address: sue.boyle@insightglobal.net

NAME OF EVENT: Insight Global 2021 Sales Conference

REFERENCE #: M-DBMJXOK

OFFICIAL PROGRAM DATES: Wednesday, 1/27/21 – Sunday, 1/31/21

ANTICIPATED ATTENDANCE: 2,200

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Insight Global agrees that it will be responsible for utilizing, 2,910 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Deluxe Room	Staff Rooms	International Suite	King Connector	Governor's Suite	King Connector	VIP Suites	Total
1/27/2021	Wed	10	-	-	-	-	-	-	10
1/28/2021	Thu	275	10	1	2	1	1	10	300
1/29/2021	Fri	1270	15	1	2	1	1	10	1300
1/30/2021	Sat	1270	15	1	2	1	1	10	1300

Start Date	End Date	Room Type	Single
1/27/21	1/31/21	Deluxe	\$200.00
1/28/21	1/31/21	Staff	\$119.00
1/28/21	1/31/21	VIP Suites	\$200.00
1/28/21	1/31/21	International Suite + (2) Connectors	Complimentary
1/28/21	1/31/21	Governor's Suite + Connector	Complimentary

INSIGHT GLOBAL ROOM RATES AND RESORT FEE

Hotel's rack rates for 2019 are as follows:

Single:	\$479.00
Double:	\$479.00
Triple:	\$20 Additional
Quad:	\$20 Additional

Based upon Insight Global total program requirements as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

Single:	\$200.00
Double:	\$200.00
Staff:	\$119.00
(10) VIP Suites:	\$200.00
(1) Governor's Suite + Connector	Complimentary
(1) International Suite + (2) Connectors	Complimentary

Hotel room rates are subject to applicable state and local taxes (currently 12.5%) in effect at the time of check-out.

RESORT FEE – Discounted

Room rates are subject to a resort fee (currently \$30 per room per night, plus applicable state and local taxes) in effect at the time of check in. As a concession to the Group, the Hotel will offer a \$5 discount to the resort fee. This charge is for the resort amenities and currently includes the following:

- Enhanced in-room wireless internet for up to 6 devices
- Unlimited local and domestic long distance calls
- Bottled Water (two 10oz bottles) replenished once daily with housekeeping service
- Daily scheduled shuttle service to Disney Parks for up to 4 guests
- Nightly scheduled shuttle service to Disney Springs for up to 4 guests
- Daily credit for up to 2 pieces of clothing per room towards dry cleaning (credit is not cumulative through stay)
- Daily bucket of practice balls at the driving range
- 15% discount on retail pricing for spa services(excludes merchandise)
- 15% discount off retail rates for green fee rates

The Resort Fee will be added as a separate charge on your room folio.

Inclusions and price subject to change. For all reservations made through a Third Party, Meeting Planner, Housing Bureau, or online vehicle, and the individual attendee is responsible for paying for their individual guest room charges and Resort Fee, the Third Party, Meeting Planner, Housing Bureau, or online vehicle must disclose to the individual attendee at the time of booking that a Resort Services Package is in place, its inclusions, and that rooms will be charged accordingly as noted above. Additionally, all collateral listing rate information must also disclose that a Resort Services Package is in place, its inclusions, and the amount that will be charged per night.

COMMISSION

The group room rates listed above are net non-commissionable. Insight Global will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

COMPLIMENTARY ROOMS

Insight Global will be entitled to one (1) complimentary room night for every 40 revenue-generating room nights occupied on a cumulative basis.

UTILIZING COMPLIMENTARY ROOMS

Complimentary guest rooms must be utilized during the Event.

HISTORICAL REVIEW/ADJUSTMENTS - DATE SENSITIVE

Twelve months prior to arrival, the Hotel and Insight Global will review two year's history to determine whether adjustments are required to total room nights, appropriate function space and any special considerations. The actual room block and meeting space reserved is based on previous years' histories. Should histories indicate that fewer accommodations and meeting space were used at previous meetings, the room block, meeting space and special considerations may be adjusted accordingly, upon mutual consent.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda, Hotel will provide Insight Global with the following special concessions:

1. One (1) complimentary room night for every forty (40) room nights utilized at the group rate on a cumulative basis.
2. Complimentary meeting space with 85% of room block utilized.
3. Double Marriott Rewards Points for the Planners, up to 100,000 point max for up to 2 designated recipients each.
4. One (1) Complimentary two-bedroom International Suite plus two complimentary connecting bedrooms as outlined in the group room block above.
5. One (1) Complimentary one bedroom Governor's Suite plus one complimentary connecting king bedroom as outlined in the group room block above.
6. Up to ten (10) suite upgrades at the group rate as outlined in the group room block above
7. Forty (40) total room nights for staff rooms at a special rate of \$119.00
8. Six (6) complimentary welcome amenities, Hotel's choice; Value of \$50.00 each
9. Six (6) complimentary individual round-trip airport transfers
10. Complimentary use of fitness center for all attendees
11. 20% discount on audio visual equipment prices if in house company is used for all events. This discount does not apply to labor or rigging charges.
12. Complimentary Beverages and Snacks in the Staff Office for up to eight (8) people per day (Hotel's Choice)
13. Up to ten (10) complimentary room nights for pre-planning site visits. Additional room nights at the contracted Insight Global, LLC, LLC rate. All rooms based on availability.
14. The Hotel will provide Self-Parking at 50% off the published Self-Parking rate at the time of the event for registered guests only over the program dates.
15. Complimentary wireless internet connections for the Staff Office and Registration Desks for up to 5 users
16. 25 Mb of complimentary meeting space wireless internet per day will be included in the resort fee.

If contract is signed by 3/29/19, the following additional concessions will apply:

17. Hotel will match 2019 menu pricing for 2021 program and offer a lunch buffet discounted price of \$48++ per person.
18. One (1) complimentary continental breakfast for guaranteed amount of attendees, up to \$35 per person retail value.

The above concessions are based on meeting the Agenda Due dates as outlined in the Agenda section on page 9 of this agreement. If due dates are not met, these concessions will not apply.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than 90%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

METHOD OF RESERVATIONS

Hotel is pleased to offer the use of our online group reservations system powered by Passkey. All reservations will be made, modified or canceled by individuals on-line at a URL to be established by Hotel or by calling Marriott's Reservations toll free number to be established after enabling Passkey. It is the responsibility of Gamer Tech Events to publish and provide this information to potential attendees through the planner's meeting website or through email. Gamer Tech Events shall be responsible for publishing the URL for all potential attendees. The Group Rate is guaranteed for reservations made on or before the Cutoff Date. Any reservations made after the Cutoff Date shall be at the group rate if available, if not Hotels then current available rate.

Hotel will supply a username and password to provide you with 24/7 online access to your group's information and reports.

GUARANTEED RESERVATIONS

All reservations shall be held so long as Insight Global has complied with the deposit requirements set forth in the section entitled "Advance Payment Schedule" below and shall not release such reservations for failure of Insight Global to provide such payments without first notifying Insight Global of such non-payment and providing Insight Global two (2) business days to cure such delay in payment. Any individual reservation cancelled within 72 hours prior to arrival or "no shows" will forfeit the one night's room revenue.

CUTOFF DATE

Reservations by attendees must be received on or before Wednesday, 1/6/2021 (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis after this date.

Release of rooms for general sale following the Cutoff Date does not affect Insight Global's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

NO ROOM TRANSFER BY GUEST

Insight Global agrees that neither Insight Global nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Insight Global reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

ADVANCE PAYMENT SCHEDULE

Insight Global agrees to make the following advance payments:

By April 29, 2019	\$40,000
60 Days prior to arrival, November 27, 2020	35% of the estimated total master bill
30 Days prior to arrival, December 28, 2020	35% of the estimated total master bill

MASTER ACCOUNT

Hotel must be notified in writing at least 30 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Insight Global's credit. If credit is approved, the outstanding balance of Insight Global's Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Insight Global will raise any disputed charge(s) within 30 days after receipt of the invoice. The Hotel will work with Insight Global in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Insight Global has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards) - Full payment of estimated revenue will be charged 10 days prior to event. Remaining balance will be charged at the conclusion of the event.
- Company check or Electronic Funds Transfer
- Direct Bill [agreed alternative]

Insight Global may not change this form of payment.

In the event that credit is not approved, Insight Global agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

BILLING ARRANGMENTS

The following billing arrangements apply, SELECT ONE OF THE FOLLOWING:

- Individual to pay all charges (cash-paying guests will be asked to leave cash or credit card deposit to guarantee payment)
 Room and tax charges to Master Account
 All charges to Master Account

ROOMS ATTRITION

Ninety (90) Days prior to the event, on 10/27/2020 the room block will be reviewed and 5% of the rooms per night may be released without liability along with proportionate meeting space.

Should the actual group room nights utilized by Insight Global be less than 90% of the revised room block per night as of 10/27/2020, Insight Global agrees to pay, as liquidated damages and not as a penalty, the difference between 90% of the revised room block per night and Insight Global actual usage per night, multiplied by the average group room rate, plus applicable taxes.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by INSIGHT GLOBAL, LLC, the Hotel has reserved the function space set forth on the below Function Information Agenda.

Date	Day	Start Time	End Time	Function Type	Set-Up Style	Expected	Function Space
1/27/2021	Wed	8:00 PM	11:59 PM	Set Up	Special	2,200	Cypress 1-2
1/28/2021	Thu	6:00 AM	11:59 PM	Set Up	Special	2,200	Cypress 1-2
1/28/2021	Thu	6:00 AM	11:59 PM	Registration	Registration	1	Palms Reg Desk
1/28/2021	Thu	7:00 AM	11:59 PM	Office	Special	1	Atlanta
1/29/2021	Fri	6:00 AM	11:59 PM	General Session	Special	2,200	Cypress 1-2
1/29/2021	Fri	6:00 AM	11:00 PM	Registration	Registration	1	Palms Reg Desk
1/29/2021	Fri	7:00 AM	11:59 PM	Office	Special	1	Atlanta
1/29/2021	Fri	7:00 AM	8:00 AM	Continental Breakfast	Rounds of 10	100	Canary 3-4
1/29/2021	Fri	9:00 AM	4:00 PM	Leadership Team Meeting	Crescent Rounds	100	Canary 1-2
1/29/2021	Fri	9:00 AM	4:00 PM	Corporate Recruiter Meeting	U-Shape	25	Anaheim
1/29/2021	Fri	12:00 PM	1:00 PM	Lunch Buffet	Rounds of 10	80	Canary 3-4
1/29/2021	Fri	12:00 PM	1:00 PM	Lunch Buffet	Rounds of 10	20	St. Louis
1/29/2021	Fri	7:00 PM	10:00 PM	Reception	Special	2,200	Royal/Sabal/Sago
1/30/2021	Sat	6:00 AM	5:00 PM	General Session	Special	2,200	Cypress 1-2
1/30/2021	Sat	6:00 AM	8:00 PM	Registration	Registration	1	Palms Reg Desk
1/30/2021	Sat	6:00 AM	11:59 PM	Office	Special	1	Atlanta
1/30/2021	Sat	6:00 AM	11:59 PM	Meal Room	Rounds	1	Royal/Sabal/Sago
1/30/2021	Sat	8:00 AM	9:00 AM	Continental Breakfast	Rounds	2,200	Royal/Sabal/Sago
1/30/2021	Sat	12:00 PM	1:00 PM	Lunch Buffet	Rounds of 10	2,200	Royal/Sabal/Sago
1/30/2021	Sat	3:00 PM	11:00 PM	Green Room	Rounds of 6	11	St. Louis
1/30/2021	Sat	4:00 PM	11:00 PM	Teardown	Schoolroom	1,500	Cypress 1-2
1/30/2021	Sat	6:00 PM	8:00 PM	Dinner Buffet	Rounds of 10	2,000	Royal/Sabal/Sago
1/31/2021	Sun	6:00 AM	12:00 PM	Office	Special	1	Atlanta

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 6.5%) and service charge (currently 25%) in effect on the date(s) of the event.

AGENDA DUE DATE

Eleven months prior to the Event, Insight Global agrees to give Hotel a preliminary program, including updated attendance figures, agenda and room block based upon history. Six months prior to the Event, a tentative program with anticipated attendance figures is required and will be reviewed with hotel. Upon mutual agreement function space may be reassigned and/or release in direct proportion to any reduction in the number of Event attendees, including releasing any space that is not designated. Thirty days prior to the Event, a final program with anticipated attendance figures is required. If the final agenda is not received by Monday, 12/27/20, the concessions as outlined in the agreement may be adjusted. Upon mutual agreement function space may be reassigned and/or release in direct proportion to any reduction in the number of Event attendees. At this time, Hotel will release any space that is not designated on the final agenda, except for any space that Hotel and Insight Global agree to hold for unanticipated needs.

NO EXHIBITS

Hotel understands Insight Global program does not involve the use of exhibits or display material.

FACILITY SERVICE FEES

Facility Service Fees are \$1.50 per square foot. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda outlined in this Agreement, the Hotel will waive these fees.

FOOD AND BEVERAGE ATTRITION/CANCELLATION

Insight Global agrees that it will provide Hotel total Event food and beverage revenue of \$225,000 exclusive of taxes and service charges ("Agreed Event F&B Revenue"). Insight Global shall provide Hotel with 3 Months advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event within the Function information space outlined. Insight Global shall provide Hotel guarantees for each event no later than 72 hours prior to the scheduled time for each such function.

If Insight Global fails to provide Hotel with the full Agreed Event F&B Revenue; or use all of the covers at any Guaranteed Function, Insight Global will pay Hotel within thirty (30) days, as liquidated damages and not as a penalty, the variance between the full Agreed Event F&B Revenue or Guaranteed Functions and the actual F & B revenue plus appropriate taxes. Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions. The Attached Function Information Agenda includes the expected catering functions and covers at the time of contract

FOOD AND BEVERAGE REQUIREMENT

For outdoor events, there is a minimum of \$70.00++ per person in catering revenue required for all locations except Solaris deck and the Lobby bar terrace. Outdoor events will incur a set-up fee of \$7.50 per person with a maximum fee of \$7,500 per event. The outdoor set fee will be waived with a \$125.00++ per person catering spend. Any outdoor function with less than 100 attendees will have a set-up fee regardless of minimum spend

There will be a \$200 service fee for each seated or buffet Food and Beverage function with less than fifty (50) people.

Charges for F&B shall not exceed the following rates for 2021, based on types/quality of F&B generally consistent with that provided for Insight Global event hosted in January 2019:

<u>Event</u>	<u>2021</u>
Continental Breakfast – F&B (Friday & Saturday)	\$35.00 per person
Lunch Buffet – F&B (Friday & Saturday)	\$48.00 per person
Dinner – Food Only (Friday & Saturday)	\$64.00 per person
Dinner – Beverage (Beer/wine/soda – 3hrs maximum) (Friday & Saturday)	\$37.00 per person

*Please note that for cash bars, Insight Global will host water and soft drinks and guests will be each pays own for beer and wine. No liquor to be served.

CANCELLATION IN EVENT OF CHANGE IN MEETING SITE

Notwithstanding any other provision of this Agreement, the Group agrees that it has no right to cancel this Agreement for the purpose of changing its meeting site to another city or location, and in such event, regardless of the date of cancellation of the Agreement, the Group will owe liquidated damages equal to 100% of total room revenues plus applicable tax, to be received by the Hotels from your event for guest rooms comprising the Room Block.

CANCELLATION

Insight Global acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of Insight Global's obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and Insight Global's obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Insight Global agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- (a) It would be difficult to determine Hotel's actual harm.
- (b) The sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be because the probability of mitigating the harm by reselling space and functions is higher.
- (c) The highest dollar amount in the chart (the "Chart") set forth below reasonably estimates Hotel's harm for a last-minute Cancellation and, through its use of a sliding scale that reduces damages for earlier Cancellations, the Chart also reasonably estimates Hotel's ability to lessen its harm by reselling Insight Global space and functions.

Insight Global therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Cancellation	Amount of Liquidated Damages Due
Date of Agreement to 305 days prior	60% of Room Revenue and 25% F&B guarantee: \$405,450
From 304 days to 181 days prior	70% of Room Revenue and 35% F&B guarantee: \$486,150
From 180 days to first arrival date	100% of Room Revenue and 70% F&B guarantee: \$739,500

* If applicable, state and local taxes will be added to the amounts listed above.

Provided that Insight Global timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Insight Global relating to the Cancellation.

AUDIO VISUAL, STAGING AND PRODUCTION REQUIREMENTS

Hotel maintains guidelines that are in place to protect its internal systems and to ensure the safety of both workers and guests, as well as reasonably compensate hotel for labor, overhead expenses and damages incurred when using outside vendors. Hotel will provide a copy of the Hotel Guidelines for Audio Visual & Production upon request. All groups using Hotel's facilities are required to abide by these policies. Insight Global understands that Hotel regulations define fees and procedures that will apply to outside vendors that may be contracted for the use of services. Insight Global understands that these fees should be included when budgeting the total cost of using outside services.

Encore Event Technologies is a full service audio visual, staging and production group, dedicated to providing superior equipment and services to guests. They provide a full range of meeting production services including business meeting development, concert sound and lighting systems, video production and image magnification, stock and custom set design, special effects and break-out meeting support. You may contact Encore Event Technologies for further information at 407-238-8637.

Insight Global guarantees Encore Event Technologies the opportunity to bid on all audio-visual and staging equipment requirements for this program. This guarantee includes all general sessions, breakout meetings, award events and exhibits.

HELLO FLORIDA

Hello Florida, our in house Destination Management Company, provides a convenient, creative and cost effective answer to all your destination service's needs. Hello Florida is dedicated to working closely with your hotel services team to deliver quality services including airport meet & greet, general transportation needs, discounted attraction tickets, theme décor & entertainment, support staffing and off-property tours and events. Also, all Hello Florida services may be posted to your master account! You may contact Hello Florida for their full program of services at 407-238-8772.

The Insight Global group guarantees Hello Florida the opportunity to bid on any décor/entertainment, off-property events, transportation, tours, attraction ticket programs and other services as outlined in the Hello Florida program of services.

USE OF OUTSIDE VENDORS

If Insight Global wishes to hire outside vendors to provide any goods or services at Hotel during Event, Hotel shall in its sole discretion, require that such vendor provide Hotel, in form and amount reasonable satisfactory to Hotel, an indemnification agreement and proof of adequate insurance.

RIGGING

Any sign, decoration, or production equipment that is attached to the ceiling structure or suspended from the ceiling will be hung and/or rigged and flown by Marriott's In-house audio visual provider. Advance notification is required. On-site orders may cause delays and additional labor costs. All equipment, cables, and connectors must conform to OSHA safety standards and are subject to approval by Marriott's Rigging Supervisor. Contact Encore Audio Visual for additional guidelines and assistance. Their direct telephone number is (407) 238-8923.

ELECTRICAL

For liability reasons and to insure the highest level of safety, all electrical connections and/or power requirements performed within the Orlando World Center Marriott must be contracted through our in-house electrical provider. To receive pricing and electrical guidelines, please contact GES electrical services at 407-238-8827.

FIREWORKS/OUTDOOR LIGHTING

In the event the group elects to do any Fireworks and Outdoor lighting that will be deployed on Hotel property, for liability reasons and to insure the highest level of safety, all Fireworks displays and Outdoor lighting must be contracted through our in-house provider. To receive pricing and Fireworks guidelines, please contact Hello-Florida at 407-238-8772.

BANNERS

All banner requirements should be submitted two (2) weeks prior to event dates. All banners must be hung by Marriott's In-house audio visual provider and must comply with rigging safety guidelines provided by Encore Audio Visual.

All Surface Graphics that adhere to any surface in the Hotel must be produced and applied through Marriott's In-house provider and follow guidelines provided by the Hotel. To arrange for graphics guidelines, please contact your event manager.

PARKING

Hotel provides self or valet parking for our guests and visitors. Currently, Parking Rates are as follows:

Overnight Valet:	\$37.28
Daily Valet:	\$37.28
Overnight Self-Parking	\$23.43
Daily Self-Parking	\$23.43

All the rates listed above are inclusive of tax. The above information is provided for information purposes; rates are subject to change without notice. Please note parking can only be guaranteed for overnight guests.

SECURITY

All Security detail performed within the Orlando World Center Marriott must be contracted through our in-house security department. To receive pricing and security guidelines, please contact your event manager.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

PRIVACY

Marriott International, Inc. (“Marriott”) is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the “Privacy Statement,” currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Insight Global will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel’s privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual’s own personal data to the extent directed by, consented to or requested by such individual.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Insight Global agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Insight Global will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party’s costs resulting from the litigation, including reasonable attorneys’ fees.

LIQUOR LICENSE

Insight Global understands that Hotel’s liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel’s present in-house equipment to the point of requiring rental of an additional supply to accommodate Insight Global’s needs. If such special setups or extraordinary formats are requested, Hotel will present Insight Global two (2) alternatives: (1) charging Insight Global the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

INDEMNIFICATION

Each party to this Agreement shall, to the extent not covered by the indemnified party's insurance, indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.

RESTRICTION ON COMPETITOR EVENTS

During the Official Program Dates, Hotel shall not host or schedule any event at the Hotel involving a group of more than ten (10) people which it knows or should have known is sponsored by a competitor of Insight Global as listed below (i.e. another company engaged in the I.T. staffing business as part of its core business model). If Hotel receives a request to host or schedule such an event, it may contact Insight Global and Insight Global shall promptly advise Hotel in good faith whether it considers the sponsoring company a competitor. Insight Global acknowledges and agrees that this restriction shall not prohibit Hotel from providing rooms to persons in their individual capacities even if they work for an Insight Global competitor, so long as the event is not sponsored by such competitor.

Principal competitors are set forth below:

- | | |
|---------------------------------|----------------------|
| Randstad Holding nv | Adecco Group |
| Allegis Group, Inc. | Experis |
| K-Force, Inc. | Apex Systems, Inc. |
| Robert Half International, Inc. | The Select Group |
| CDI Corporation | Harvey Nash Group |
| Signature Consultants, LLC | Kelly Services, Inc. |
| Manpower, Inc. | On Assignment, Inc. |
| Beacon Hill Staffing Group, LLC | |

ACCEPTANCE

When presented by the Hotel to Insight Global, this document is an invitation by the Hotel to Insight Global to make an offer. Upon signature by Insight Global, this document will be an offer by Insight Global. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Insight Global at any time prior to Insight Global's execution of this document, the outlined format and dates will be held by the Hotel for Insight Global on a first-option basis until March 29, 2019. If Insight Global cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Insight Global and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Insight Global.

Name: (Print) Mike Lewis

Title: (Print) CFO

Signature:

M. Lewis

Date:

3/29/17

Approved and authorized by Hotel:

Name: (Print) Liz McDonnell

Title: (Print) Senior Sales Executive

Signature:

L. McDonnell

Date:

3/29/19



**MARRIOTT
ORLANDO WORLD CENTER**

Addendum:

The following represents an addendum to the agreement between: Orlando World Center Marriott, 8701 World Center Drive, Orlando, FL, 32821-6358, (407) 239-4200 and Insight Global and outlines specific conditions and services to be provided.

ORGANIZATION: Insight Global

CONTACT:

Name: Sue Boyle
Job Title: Director of Marketing
Street Address: 4170 Ashford Dunwoody Road NE Ste. 580
City, State/Province: Atlanta, GA
Postal Code: 30319
Country: USA
E-mail Address: sue.boyle@insightglobal.net

NAME OF EVENT: Insight Global 2021 Sales Conference

REFERENCE #: M-DBMJXOK

OFFICIAL PROGRAM DATES: Wednesday, 1/27/21 – Sunday, 1/31/21

ANTICIPATED ATTENDANCE: 2,200

ORIGINAL FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Insight Global, the Hotel has reserved the function space set forth on the below Function Information Agenda.

Date	Day	Start Time	End Time	Function Type	Set-Up Style	Expected	Function Space
1/27/2021	Wed	8:00 PM	11:59 PM	Set Up	Special	2,200	Cypress 1-2
1/28/2021	Thu	6:00 AM	11:59 PM	Set Up	Special	2,200	Cypress 1-2
1/28/2021	Thu	6:00 AM	11:59 PM	Registration	Registration	1	Palms Reg Desk
1/28/2021	Thu	7:00 AM	11:59 PM	Office	Special	1	Atlanta
1/29/2021	Fri	6:00 AM	11:59 PM	General Session	Special	2,200	Cypress 1-2
1/29/2021	Fri	6:00 AM	11:00 PM	Registration	Registration	1	Palms Reg Desk
1/29/2021	Fri	7:00 AM	11:59 PM	Office	Special	1	Atlanta
1/29/2021	Fri	7:00 AM	8:00 AM	Continental Breakfast	Rounds of 10	100	Canary 3-4
1/29/2021	Fri	9:00 AM	4:00 PM	Leadership Team Meeting	Crescent Rounds	100	Canary 1-2
1/29/2021	Fri	9:00 AM	4:00 PM	Corporate Recruiter Meeting	U-Shape	25	Anaheim

1/29/2021	Fri	12:00 PM	1:00 PM	Lunch Buffet	Rounds of 10	80	Canary 3-4
1/29/2021	Fri	12:00 PM	1:00 PM	Lunch Buffet	Rounds of 10	20	St. Louis
1/29/2021	Fri	7:00 PM	10:00 PM	Reception	Special	2,200	Royal/Sabal/Sago
1/30/2021	Sat	6:00 AM	5:00 PM	General Session	Special	2,200	Cypress 1-2
1/30/2021	Sat	6:00 AM	8:00 PM	Registration	Registration	1	Palms Reg Desk
1/30/2021	Sat	6:00 AM	11:59 PM	Office	Special	1	Atlanta
1/30/2021	Sat	6:00 AM	11:59 PM	Meal Room	Rounds	1	Royal/Sabal/Sago
1/30/2021	Sat	8:00 AM	9:00 AM	Continental Breakfast	Rounds	2,200	Royal/Sabal/Sago
1/30/2021	Sat	12:00 PM	1:00 PM	Lunch Buffet	Rounds of 10	2,200	Royal/Sabal/Sago
1/30/2021	Sat	3:00 PM	11:00 PM	Green Room	Rounds of 6	11	St. Louis
1/30/2021	Sat	4:00 PM	11:00 PM	Teardown	Schoolroom	1,500	Cypress 1-2
1/30/2021	Sat	6:00 PM	8:00 PM	Dinner Buffet	Rounds of 10	2,000	Royal/Sabal/Sago
1/31/2021	Sun	6:00 AM	12:00 PM	Office	Special	1	Atlanta

REVISED FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Insight Global, the Hotel has reserved the function space set forth on the attached Function Information Agenda.

Date	Day	Start Time	End Time	Function Type	Set-Up Style	Expected	Function Space
1/27/2021	Wed	8:00 PM	11:59 PM	Set Up	Special	2,200	Cypress 1-2
1/28/2021	Thu	6:00 AM	11:59 PM	Set Up	Special	2,200	Cypress 1-2
1/28/2021	Thu	6:00 AM	11:59 PM	Registration	Registration	1	Palms Reg Desk
1/28/2021	Thu	7:00 AM	11:59 PM	Office	Special	1	Atlanta
1/28/2021	Thu	8:00 AM	5:00 PM	AF&E Meeting	Schoolroom/Theatre	70	Anaheim
1/29/2021	Fri	6:00 AM	11:59 PM	General Session	Special	2,200	Cypress 1-2
1/29/2021	Fri	6:00 AM	11:00 PM	Registration	Registration	1	Palms Reg Desk
1/29/2021	Fri	7:00 AM	11:59 PM	Office	Special	1	Atlanta
1/29/2021	Fri	7:00 AM	8:00 AM	Continental Breakfast	Existing	405	Palms Foyer
1/29/2021	Fri	9:00 AM	4:00 PM	Leadership Team Meeting (Split into 4 Sessions)	Schoolroom	405	Canary 1, 2, 3, 4
1/29/2021	Fri	9:00 AM	5:00 PM	MSD Meeting	Theatre	60	Tampa
1/29/2021	Fri	9:00 AM	5:00 PM	Lead/RRM Meeting	Schoolroom	80	Chicago/Denver
1/29/2021	Fri	9:00 AM	5:00 PM	TA Meeting	Schoolroom/Theatre	70	Anaheim
1/29/2021	Fri	9:00 AM	5:00 PM	IGU Meeting	Schoolroom	20	St. Louis
1/29/2021	Fri	12:00 PM	1:00 PM	Grab and Go Lunch	Rounds of 10	405	Royal
1/29/2021	Fri	7:00 PM	10:00 PM	Reception	Special	2,200	Crystal A-J
1/30/2021	Sat	6:00 AM	5:00 PM	General Session	Special	2,200	Cypress 1-2
1/30/2021	Sat	6:00 AM	11:59 PM	Office	Special	1	Atlanta
1/30/2021	Sat	6:00 AM	1:00 PM	Meal Room	Rounds	1	Crystal A-J

1/30/2021	Sat	8:00 AM	9:00 AM	Continental Breakfast	Rounds	2,200	Crystal A-J
1/30/2021	Sat	12:00 PM	1:00 PM	Lunch Buffet	Rounds of 10	2,200	Crystal A-J
1/30/2021	Sat	3:00 PM	11:00 PM	Green Room	Rounds of 6	11	St. Louis
1/30/2021	Sat	4:00 PM	11:00 PM	Teardown	Schoolroom	1	Cypress 1-2
1/31/2021	Sun	6:00 AM	12:00 PM	Office	Special	1	Atlanta

ACCEPTANCE

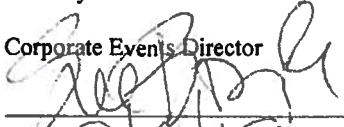
Hotel and Company have agreed to and have executed this addendum by their authorized representatives as of the dates indicated below.

All other terms and considerations from the original Agreement other than those adjusted in this addendum remain in full force and effect.


Please sign and return by October 4, 2019.

SIGNATURES

Approved and authorized by Insight Global.

Name: (Print) Sue Boyle
 Title: (Print) Corporate Events Director
 Signature: 
 Date: 10/8/19

Approved and authorized by Hotel:

Name: (Print) Liz McDonnell
 Title: (Print) Senior Sales Executive
 Signature: 
 Date: 10/9/19



Addendum:

The following represents an addendum to the agreement between: Orlando World Center Marriott, 8701 World Center Drive, Orlando, FL, 32821-6358, (407) 239-4200 and Insight Global and outlines specific conditions and services to be provided.

ORGANIZATION: Insight Global

CONTACT:

Name: Sue Boyle
 Job Title: Director of Marketing
 Street Address: 4170 Ashford Dunwoody Road NE Ste. 580
 City, State/Province: Atlanta, GA
 Postal Code: 30319
 Country: USA
 E-mail Address: sue.boyle@insightglobal.net

NAME OF EVENT: Insight Global 2021 Sales Conference

REFERENCE #: M-DBMJXOK

OFFICIAL PROGRAM DATES: Wednesday, 1/27/21 – Sunday, 1/31/21

ANTICIPATED ATTENDANCE: 2,200

ORIGINAL GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Insight Global agrees that it will be responsible for utilizing, 2,910 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Date	Day	Deluxe Room	Staff Rooms	International Suite	King Connector	Governor's Suite	King Connector	VIP Suites	Total
1/27/2021	Wed	10	-	-	-	-	-	-	10
1/28/2021	Thu	275	10	1	2	1	1	10	300
1/29/2021	Fri	1270	15	1	2	1	1	10	1300
1/30/2021	Sat	1270	15	1	2	1	1	10	1300

REVISED GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Insight Global agrees that it will be responsible for utilizing, 3,910 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Date	Day	Deluxe Room	Staff Rooms	International Suite	King Connector	Governor's Suite	King Connector	VIP Suites	Total
1/27/2021	Wed	10	-	-	-	-	-	-	10
1/28/2021	Thu	1270	15	1	2	1	1	10	1300
1/29/2021	Fri	1270	15	1	2	1	1	10	1300
1/30/2021	Sat	1270	15	1	2	1	1	10	1300

The revised room block will be used for calculation of attrition and cancellation.

REVISED FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Insight Global, the Hotel has reserved the function space set forth on the attached Function Information Agenda.

Date	Day	Start Time	End Time	Function Type	Set-Up Style	Expected	Function Space
1/27/2021	Wed	6:00 AM	11:59 PM	Breakout	Conference	12	Marriott Boardroom
1/27/2021	Wed	6:00 AM	11:59 PM	Breakouts	Theatre	40 each	Emerald South; Jade South; Jade East
1/27/2021	Wed	6:00 AM	11:59 PM	Breakouts	Theatre	TBD	Grand 8-14
1/27/2021	Wed	2:00 PM	11:59 PM	General Session Set Up	Theatre	2,200	Palms Ballroom
1/27/2021	Wed	5:00 PM	11:59 PM	Breakouts	Theatre	65 each	St. Louis; Tampa; Chicago; Denver
1/27/2021	Wed	5:00 PM	11:59 PM	Office	Special	1	Atlanta
1/27/2021	Wed	8:00 PM	11:59 PM	Set Up	Special	2,200	Cypress 1-2
1/28/2021							
1/28/2021	Thu	6:00 AM	11:59 PM	Breakout	Conference	12	Marriott Boardroom
1/28/2021	Thu	6:00 AM	11:59 PM	Breakouts	Theatre	40 each	Emerald South; Jade South; Jade East
1/28/2021	Thu	6:00 AM	11:59 PM	Breakouts	Theatre	TBD	Grand 8-14
1/28/2021	Thu	6:00 AM	11:59 PM	General Session	Theatre	2,200	Palms Ballroom
1/28/2021	Thu	6:00 AM	11:59 PM	Breakouts	Theatre	65 each	St. Louis; Tampa; Chicago; Denver
1/28/2021	Thu	6:00 AM	11:59 PM	Office	Special	1	Atlanta
1/28/2021	Thu	6:00 AM	11:59 PM	Set Up	Special	2,200	Cypress 1-2
1/28/2021	Thu	6:00 AM	11:59 PM	Registration	Registration	1	Palms Reg Desk
1/28/2021	Thu	8:00 AM	5:00 PM	AF&E Meeting	Schoolroom/Theatre	70	Anaheim
1/29/2021							
1/29/2021	Fri	6:00 AM	11:59 PM	Breakout	Conference	12	Marriott Boardroom
1/29/2021	Fri	6:00 AM	11:59 PM	Breakouts	Theatre	40 each	Emerald South; Jade South; Jade East
1/29/2021	Fri	6:00 AM	11:59 PM	Breakouts	Theatre	TBD	Grand 8-14
1/29/2021	Fri	6:00 AM	11:59 PM	Office	Special	1	Atlanta
1/29/2021	Fri	6:00 AM	11:59 PM	General Session	Special	2,200	Cypress 1-2
1/29/2021	Fri	6:00 AM	11:00 PM	Registration	Registration	1	Palms Reg Desk
1/29/2021	Fri	6:00 AM	5:00 PM	General Session Teardown	Theatre	1	Sabal/Sago
1/29/2021	Fri	7:00 AM	8:00 AM	Continental Breakfast	Existing	405	Palms Foyer
1/29/2021	Fri	9:00 AM	4:00 PM	Leadership Team Meeting (Split into 4 Sessions)	Schoolroom	405	Canary 1,2,3,4
1/29/2021	Fri	9:00 AM	5:00 PM	MSD Meeting	Theatre	60	Tampa
1/29/2021	Fri	9:00 AM	5:00 PM	Lead/RRM Meeting	Schoolroom	80	Chicago/Denver
1/29/2021	Fri	9:00 AM	5:00 PM	TA Meeting	Schoolroom/Theatre	70	Anaheim
1/29/2021	Fri	9:00 AM	5:00 PM	IGU Meeting	Schoolroom	20	St. Louis
1/29/2021	Fri	12:00 PM	1:00 PM	Grab and Go Lunch	Rounds of 10	405	Royal

1/29/2021	Fri	7:00 PM	10:00 PM	Reception	Special	2,200	Crystal A-J
1/30/2021	Sat	6:00 AM	11:59 PM	Breakout	Conference	12	Marriott Boardroom
1/30/2021	Sat	6:00 AM	11:59 PM	Breakouts	Theatre	40 each	Emerald South; Jade South; Jade East
1/30/2021	Sat	6:00 AM	5:00 PM	General Session	Special	2,200	Cypress 1-2
1/30/2021	Sat	6:00 AM	11:59 PM	Office	Special	1	Atlanta
1/30/2021	Sat	6:00 AM	1:00 PM	Meal Room	Rounds	1	Crystal A-J
1/30/2021	Sat	6:00 AM	5:00 PM	Breakout	Theatre	100	Anaheim
1/30/2021	Sat	8:00 AM	9:00 AM	Continental Breakfast	Rounds	2,200	Crystal A-J
1/30/2021	Sat	12:00 PM	1:00 PM	Lunch Buffet	Rounds of 10	2,200	Crystal A-J
1/30/2021	Sat	3:00 PM	11:00 PM	Green Room	Rounds of 6	11	St. Louis
1/30/2021	Sat	4:00 PM	11:00 PM	Teardown	Schoolroom	1	Cypress 1-2
1/31/2021	Sun	6:00 AM	12:00 PM	Office	Special	1	Atlanta

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 6.5%) and service charge (currently 25%) in effect on the date(s) of the event.

REVISED FOOD AND BEVERAGE ATTRITION/CANCELLATION

Insight Global agrees that it will provide Hotel total Event food and beverage revenue of \$400,000 exclusive of taxes and service charges (“Agreed Event F&B Revenue”). Insight Global shall provide Hotel with 3 Months advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event within the Function information space outlined. Insight Global shall provide Hotel guarantees for each event no later than 72 hours prior to the scheduled time for each such function.

If Insight Global fails to provide Hotel with the full Agreed Event F&B Revenue; or use all of the covers at any Guaranteed Function, Insight Global will pay Hotel within thirty (30) days, as liquidated damages and not as a penalty, the variance between the full Agreed Event F&B Revenue or Guaranteed Functions and the actual F & B revenue plus appropriate taxes.

Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions. The Attached Function Information Agenda includes the expected catering functions and covers at the time of contract.

ACCEPTANCE

Hotel and Company have agreed to and have executed this addendum by their authorized representatives as of the dates indicated below.

All other terms and considerations from the original Agreement other than those adjusted in this addendum remain in full force and effect.

Please sign and return by 11/22/19.

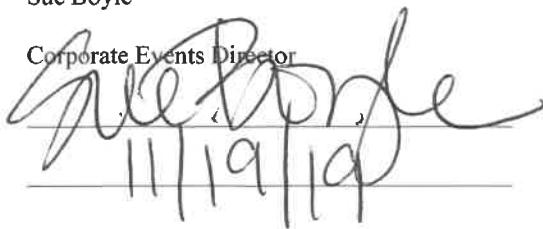
SIGNATURES

Approved and authorized by Insight Global.

Name: (Print) Sue Boyle

Title: (Print) Corporate Events Director

Signature:



Date:

11/19/19

Approved and authorized by Hotel:

Name: (Print) Liz McDonnell

Title: (Print) Senior Sales Executive

Signature: Liz McDonnell

Date: 11/19/19



Addendum:

The following represents an addendum to the agreement between: Orlando World Center Marriott, 8701 World Center Drive, Orlando, FL, 32821-6358, (407) 239-4200 and Insight Global and outlines specific conditions and services to be provided.

ORGANIZATION: Insight Global

CONTACT:

Name: Sue Boyle
 Job Title: Director of Marketing
 Street Address: 4170 Ashford Dunwoody Road NE Ste. 580
 City, State/Province: Atlanta, GA
 Postal Code: 30319
 Country: USA
 E-mail Address: sue.boyle@insightglobal.net

NAME OF EVENT: Insight Global 2021 Sales Conference

REFERENCE #: M-DBMJXOK

OFFICIAL PROGRAM DATES: Wednesday, 1/27/21 – Sunday, 1/31/21

ANTICIPATED ATTENDANCE: 2,200

ORIGINAL GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Insight Global agrees that it will be responsible for utilizing, 2,910 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Date	Day	Deluxe Room	Staff Rooms	International Suite	King Connector	Governor's Suite	King Connector	VIP Suites	Total
1/27/2021	Wed	10	-	-	-	-	-	-	10
1/28/2021	Thu	275	10	1	2	1	1	10	300
1/29/2021	Fri	1270	15	1	2	1	1	10	1300
1/30/2021	Sat	1270	15	1	2	1	1	10	1300

REVISED GUEST ROOM COMMITMENT AS OF 11/19/19

The Hotel agrees that it will provide, and Insight Global agrees that it will be responsible for utilizing, 3,910 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Date	Day	Deluxe Room	Staff Rooms	International Suite	King Connector	Governor's Suite	King Connector	VIP Suites	Total
1/27/2021	Wed	10	-	-	-	-	-	-	10
1/28/2021	Thu	1270	15	1	2	1	1	10	1300
1/29/2021	Fri	1270	15	1	2	1	1	10	1300
1/30/2021	Sat	1270	15	1	2	1	1	10	1300

REVISED GUEST ROOM COMMITMENT AS OF 12/16/19

The Hotel agrees that it will provide, and Insight Global agrees that it will be responsible for utilizing, 4,250 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Deluxe Room	Staff Rooms	International Suite	King Connector	Governor's Suite	King Connector	VIP Suites	Total
1/27/2021	Wed	350	-	-	-	-	-	-	350
1/28/2021	Thu	1270	15	1	2	1	1	10	1300
1/29/2021	Fri	1270	15	1	2	1	1	10	1300
1/30/2021	Sat	1270	15	1	2	1	1	10	1300

The revised room block will be used for calculation of attrition and cancellation.

REVISED FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Insight Global, the Hotel has reserved the function space set forth on the attached Function Information Agenda.

Date	Day	Start Time	End Time	Function Type	Set-Up Style	Expected	Function Space
1/27/2021	Wed	6:00 AM	11:59 PM	Breakout	Conference	12	Marriott Boardroom
1/27/2021	Wed	6:00 AM	11:59 PM	Breakouts	Theatre	40 each	Emerald South; Jade South; Jade East
1/27/2021	Wed	6:00 AM	11:59 PM	Breakouts	Theatre	TBD	Grand 8-14
1/27/2021	Wed	2:00 PM	11:59 PM	General Session Set Up	Theatre	2,200	Palms Ballroom
1/27/2021	Wed	5:00 PM	11:59 PM	Breakouts	Theatre	65 each	St. Louis; Tampa; Chicago; Denver
1/27/2021	Wed	5:00 PM	11:59 PM	Office	Special	1	Atlanta
1/27/2021	Wed	8:00 PM	11:59 PM	Set Up	Special	2,200	Cypress 1-2
1/28/2021	Thu	6:00 AM	11:59 PM	Breakout	Conference	12	Marriott Boardroom
1/28/2021	Thu	6:00 AM	11:59 PM	Breakouts	Theatre	40 each	Emerald South; Jade South; Jade East
1/28/2021	Thu	6:00 AM	11:59 PM	Breakouts	Theatre	TBD	Grand 8-14
1/28/2021	Thu	6:00 AM	11:59 PM	General Session	Theatre	2,200	Palms Ballroom
1/28/2021	Thu	6:00 AM	11:59 PM	Breakouts	Theatre	65 each	St. Louis; Tampa; Chicago; Denver
1/28/2021	Thu	6:00 AM	11:59 PM	Office	Special	1	Atlanta
1/28/2021	Thu	6:00 AM	11:59 PM	Set Up	Special	2,200	Cypress 1-2
1/28/2021	Thu	6:00 AM	11:59 PM	Registration	Registration	1	Palms Reg Desk
1/28/2021	Thu	6:00 AM	6:00 PM	Meeting	Theatre	200	Sawgrass/Vinoy
1/28/2021	Thu	6:00 AM	6:00 PM	Meeting	Theatre	35	Key Biscayne
1/28/2021	Thu	6:00 AM	6:00 PM	Meeting	Theatre	60	Key West
1/28/2021	Thu	6:00 AM	6:00 PM	Meeting	Theatre	85	Marco Island
1/28/2021	Thu	6:00 AM	6:00 PM	Meeting	Theatre	25	Key Largo
1/28/2021	Thu	8:00 AM	5:00 PM	AF&E Meeting	Schoolroom/ Theatre	70	Anaheim
1/28/2021	Thu	11:00 AM	1:00 PM	Lunch	Rounds	150	Harvest Terrace
1/29/2021	Fri	6:00 AM	11:59 PM	Breakout	Conference	12	Marriott Boardroom
1/29/2021	Fri	6:00 AM	11:59 PM	Breakouts	Theatre	40 each	Emerald South; Jade South; Jade East

1/29/2021	Fri	6:00 AM	11:59 PM	Breakouts	Theatre	TBD	Grand 8-14
1/29/2021	Fri	6:00 AM	11:59 PM	Office	Special	1	Atlanta
1/29/2021	Fri	6:00 AM	11:59 PM	General Session	Special	2,200	Cypress 1-2
1/29/2021	Fri	6:00 AM	11:00 PM	Registration	Registration	1	Palms Reg Desk
1/29/2021	Fri	6:00 AM	5:00 PM	General Session Teardown	Theatre	1	Sabal/Sago
1/29/2021	Fri	7:00 AM	8:00 AM	Continental Breakfast	Existing	405	Palms Foyer
1/29/2021	Fri	9:00 AM	4:00 PM	Leadership Team Meeting (Split into 4 Sessions)	Schoolroom	405	Canary 1,2,3,4
1/29/2021	Fri	9:00 AM	5:00 PM	MSD Meeting	Theatre	60	Tampa
1/29/2021	Fri	9:00 AM	5:00 PM	Lead/RRM Meeting	Schoolroom	80	Chicago/Denver
1/29/2021	Fri	9:00 AM	5:00 PM	TA Meeting	Schoolroom/ Theatre	70	Anaheim
1/29/2021	Fri	9:00 AM	5:00 PM	IGU Meeting	Schoolroom	20	St. Louis
1/29/2021	Fri	12:00 PM	1:00 PM	Grab and Go Lunch	Rounds of 10	405	Royal
1/29/2021	Fri	7:00 PM	10:00 PM	Reception	Special	2,200	Crystal A-J
1/30/2021	Sat	6:00 AM	11:59 PM	Breakout	Conference	12	Marriott Boardroom
1/30/2021	Sat	6:00 AM	11:59 PM	Breakouts	Theatre	40 each	Emerald South; Jade South; Jade East
1/30/2021	Sat	6:00 AM	5:00 PM	General Session	Special	2,200	Cypress 1-2
1/30/2021	Sat	6:00 AM	11:59 PM	Office	Special	1	Atlanta
1/30/2021	Sat	6:00 AM	1:00 PM	Meal Room	Rounds	1	Crystal A-J
1/30/2021	Sat	6:00 AM	5:00 PM	Breakout	Theatre	100	Anaheim
1/30/2021	Sat	8:00 AM	9:00 AM	Continental Breakfast	Rounds	2,200	Crystal A-J
1/30/2021	Sat	12:00 PM	1:00 PM	Lunch Buffet	Rounds of 10	2,200	Crystal A-J
1/30/2021	Sat	3:00 PM	11:00 PM	Green Room	Rounds of 6	11	St. Louis
1/30/2021	Sat	4:00 PM	11:00 PM	Teardown	Schoolroom	1	Cypress 1-2
1/31/2021	Sun	6:00 AM	12.00 PM	Office	Special	1	Atlanta

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 6.5%) and service charge (currently 25%) in effect on the date(s) of the event.

ACCEPTANCE

Hotel and Company have agreed to and have executed this addendum by their authorized representatives as of the dates indicated below.

All other terms and considerations from the original Agreement other than those adjusted in this addendum remain in full force and effect.

Please sign and return by 12/20/19.

SIGNATURES

Approved and authorized by Insight Global.

Name: (Print) Sue Boyle
Title: (Print) Corporate Events Director
Signature: 
Date: 12/17/19

Approved and authorized by Hotel:


Name: (Print) Liz McDonnell
Title: (Print) Senior Sales Executive
Signature: 
Date: 12/17/19

Exhibit B

U.S.A.

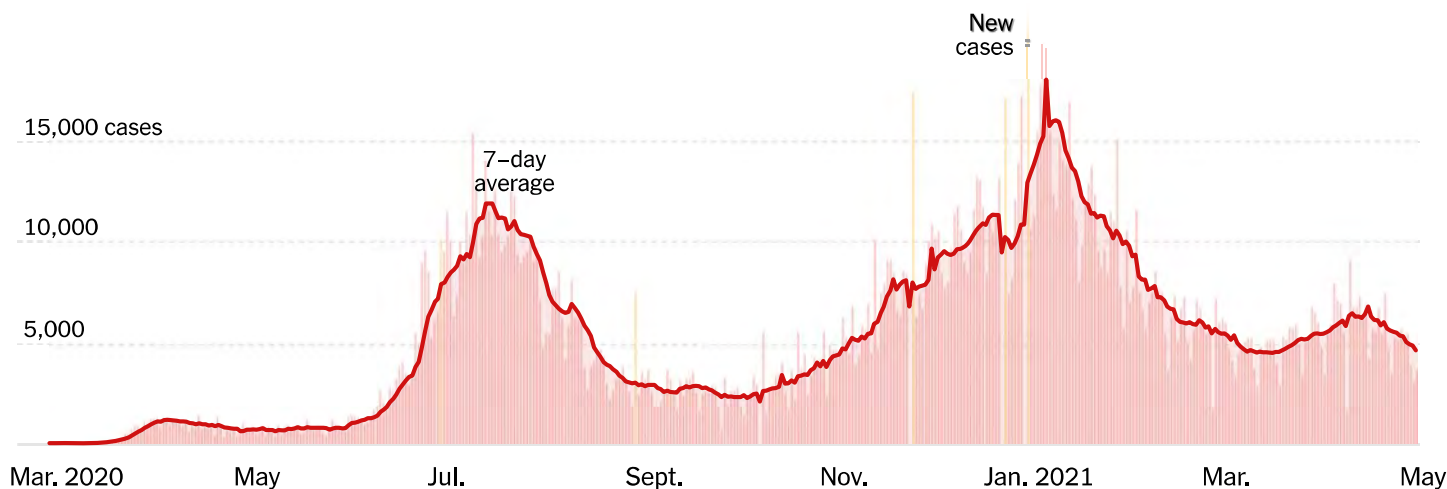
World

Health

Tracking Coronavirus in Florida: Latest Map and Case Count

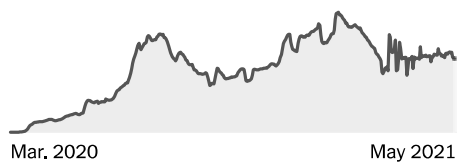
Updated May 5, 2021

New reported cases

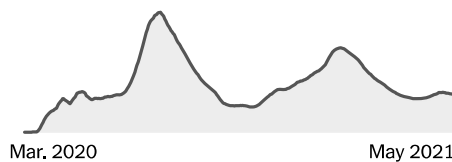


These are days with a reporting anomaly. [Read more here.](#)

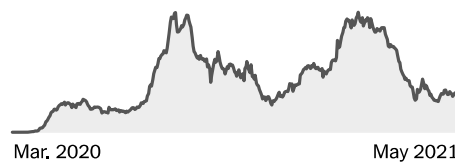
Tests



Hospitalized



Deaths

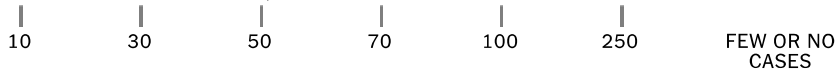


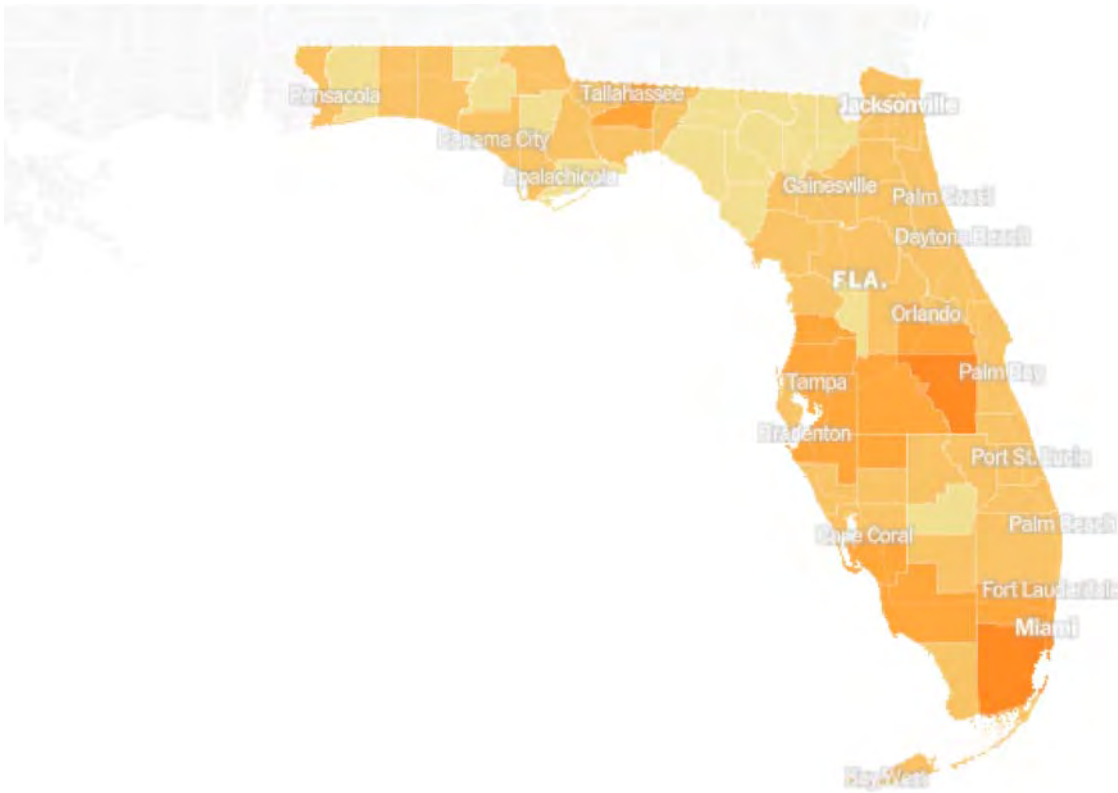
	AVG. ON MAY 4	14-DAY CHANGE	TOTAL REPORTED
Cases	4,595	-27%	2,253,921
Tests	76,579	-6%	—
Hospitalized	3,736	-4%	—
Deaths	63	+7%	35,477

[About this data](#)

Hot spots

AVERAGE DAILY CASES PER 100,000 PEOPLE IN PAST WEEK





© Mapbox © OpenStreetMap Improve this map



[About this data](#)

Vaccinations

[See more details >](#)

Fully vaccinated

31%

At least one dose

43%

[About this data](#)

Reported cases, deaths and other trends by county

This table is sorted by places with the most cases per 100,000 residents in the last seven days. Charts show change in daily averages and are each on their own scale. Select a table header to sort by another metric.

Recent trends

All time

Search counties

Cases Hospitalizations Deaths Vaccinated

	CASES DAILY AVG.	PER 100,000	14-DAY CHANGE
Florida	4,595	21	-27%
Miami-Dade ›	904	33	-34%
Osceola ›	121	32	-26%
Lee ›	218	28	-7%
Broward ›	526	27	-28%
Hillsborough ›	379	26	-22%
Polk ›	186	26	-23%
Orange ›	329	24	-23%
Manatee ›	90	22	-29%
Hardee ›	6	22	-19%
Leon ›	64	22	+77%

Show all

[About this data](#)

Restrictions ›

Businesses mostly open

Masks not required

Gov. Ron DeSantis, a Republican, signed an executive order in May immediately suspending all local Covid-19 restrictions and mandates until July 1, after which they will be permanently invalidated. Mr. DeSantis has also barred businesses from requiring patrons to provide proof of Covid-19 vaccination. [More details ›](#)

What's open

Retail Retail stores

Food and drink Restaurant dining; bars

Personal care Salons; tattoo parlors, massage therapy, tanning salons, acupuncture

Houses of worship

Entertainment Museums, libraries; movie theaters, concert halls, bowling alleys; sporting venues

Outdoor and recreation Beaches, trails; gyms

Exposure risk in your area >

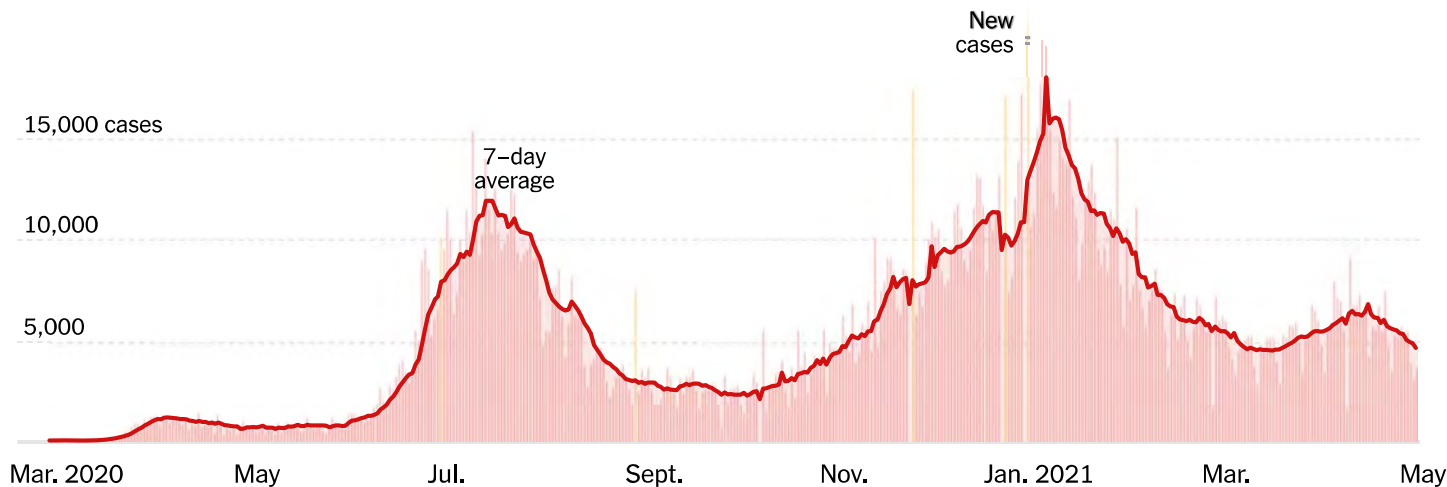
Cook County, Ill., is at a **very high risk** level for Covid-19 infections. [See more detail >](#)

Search for a different county



How trends have changed in Florida

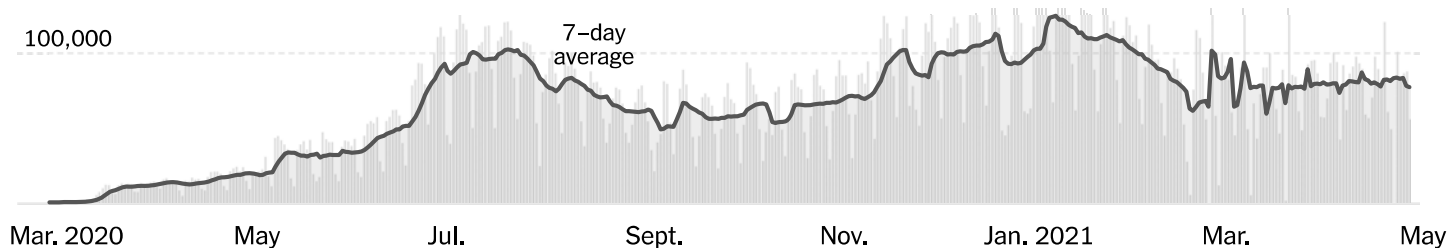
New reported cases by day



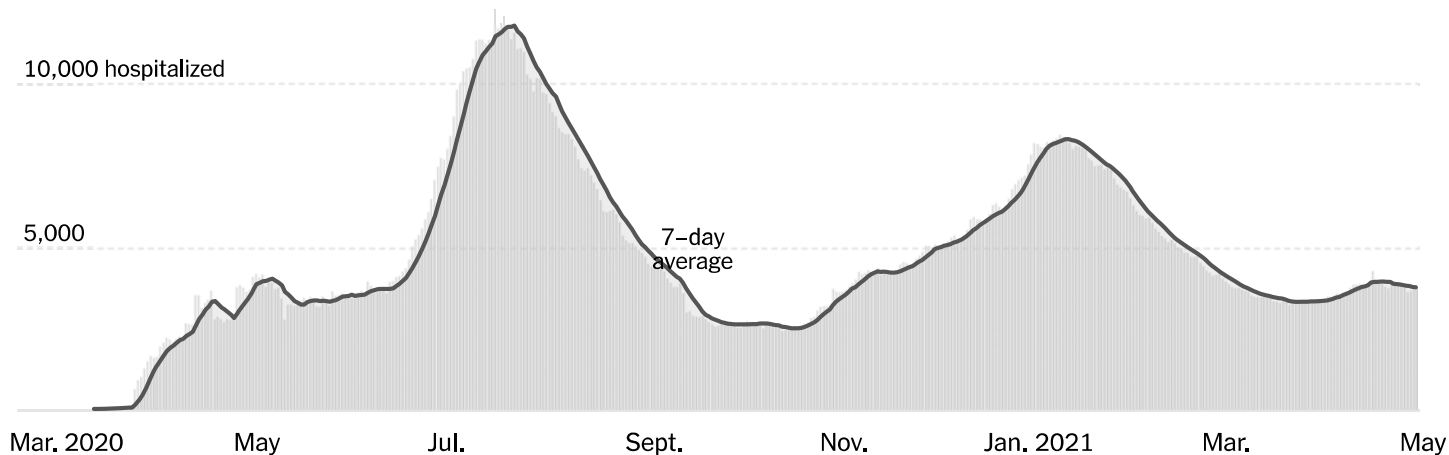
These are days with a reporting anomaly. [Read more here.](#)

Tests by day

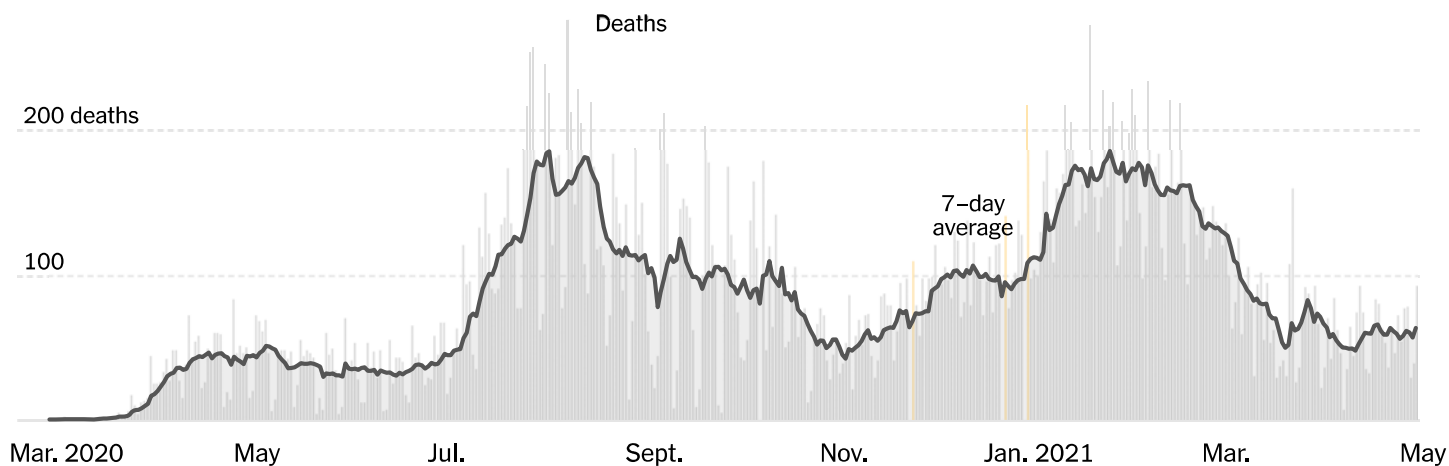




Hospitalizations



New reported deaths by day



These are days with a reporting anomaly. Read more here.

[About this data](#)

Outbreak clusters

Since March 2020, The Times has paid special attention to cases in the types of places with some of the worst outbreaks, like nursing homes, food processing plants and correctional facilities.

- Colleges**
- Prisons
- Food processing plants
- Nursing homes
- Other clusters

CASES CONNECTED TO	LOCATION	CASES
University of Florida	Gainesville, Fla.	9,796
University of Central Florida	Orlando, Fla.	4,261
University of Miami	Miami, Fla.	2,949
Florida State University	Tallahassee, Fla.	2,418
University of South Florida	Tampa, Fla.	1,454
University of Tampa	Tampa, Fla.	1,046
Florida Gulf Coast University	Fort Myers, Fla.	900
Florida Atlantic University	Boca Raton, Fla.	751
University of North Florida	Jacksonville, Fla.	700
Florida International University	Miami, Fla.	600

Show all

[About this data](#)

About the data

In data for Florida, The Times primarily relies on reports from the state. Florida typically releases new data each day. Weekend counts may be lower because fewer sources report to the state. The state reports cases and deaths based on a person's permanent or usual residence. Cases but not deaths from out of state residents are included in each county.

The Times has identified the following reporting anomalies or methodology changes in the data:

- **Jan. 2, 2021:** Florida reported data for two days after reporting no data on New Year's Day.
- **Dec. 26, 2020:** Florida reported data for Dec. 25 and 26 after reporting no data on Christmas.
- **Nov. 27, 2020:** Florida reported data for Nov. 26 and Nov. 27 after reporting no data on Thanksgiving.
- **Sept. 1, 2020:** Florida added a backlog of 3,870 cases from one laboratory dating back several months.

- **July 2, 2020:** Florida began reporting positive cases based on antigen tests, resulting in a one-day increase of about 700 cases.

The tallies on this page include cases that have been identified by public health officials as probable coronavirus patients through antigen testing.

Confirmed cases and deaths, which are widely considered to be an undercount of the true toll, are counts of individuals whose coronavirus infections were confirmed by a molecular laboratory test. **Probable cases and deaths** count individuals who meet criteria for other types of testing, symptoms and exposure, as developed by national and local governments.

Governments often revise data or report a single-day large increase in cases or deaths from unspecified days without historical revisions, which can cause an irregular pattern in the daily reported figures. The Times is excluding these anomalies from seven-day averages when possible.

Tracking the Coronavirus

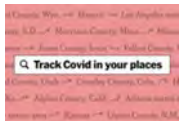
United States



Latest Maps and Data
Cases and deaths for every county



Vaccinations
How many have been vaccinated, and who's eligible



Your Places
Build your own dashboard to track cases



Hospitals Near You
How many I.C.U. beds are occupied



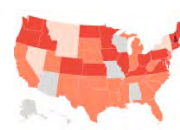
Restrictions
What is open and closed in each state



Deaths Above Normal
The true toll of the pandemic in the U.S.

Los Angeles, Calif.	1,000	13,247
Baltimore, Md.	11,300	2,242
Manila	68,712	11,148
Los Angeles, La.	2,300	11,021
Baltimore, Md.	4,000	10,749
Washington, D.C.	800	10,243
East Asia, South	614	10,141
Winnipeg, Man.	1,000	10,111
London, England	4,000	9,441
Osaka, Japan	700	8,441
London, England	1,000	7,441

Cities and Metro Areas
Where it is getting better and worse



Nursing Homes
The hardest-hit states and facilities



Colleges and Universities
Cases at more than 1,800 schools

World



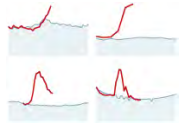
Latest Maps and Data

Cases and deaths for every country



Global Vaccinations

How many have been vaccinated, by country



Deaths Above Normal

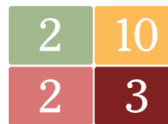
The true toll of coronavirus around the world

Health



Vaccines

Track their development



Treatments

Rated by effectiveness and safety

Countries

Brazil	India	U.K.
Canada	Italy	United States
France	Mexico	
Germany	Spain	

States, Territories and Cities

Alabama	Kentucky	New York City
Alaska	Louisiana	North Carolina
Arizona	Maine	North Dakota
Arkansas	Maryland	Ohio
California	Massachusetts	Oklahoma
Colorado	Michigan	Oregon
Connecticut	Minnesota	Pennsylvania
Delaware	Mississippi	Puerto Rico
Florida	Missouri	Rhode Island
Georgia	Montana	South Carolina
Hawaii	Nebraska	South Dakota
Idaho	Nevada	Tennessee
Illinois	New Hampshire	Texas
Indiana	New Jersey	Utah
Iowa	New Mexico	Vermont
Kansas	New York	Virginia

Washington

West Virginia

Wyoming

Washington, D.C.

Wisconsin

Data

Frequently Asked Questions About the Covid Data

Access the Open Source Covid Data

By Jordan Allen, Sarah Almkhatar, Aliza Aufrichtig, Anne Barnard, Matthew Bloch, Sarah Cahalan, Weiyi Cai, Julia Calderone, Keith Collins, Matthew Conlen, Lindsey Cook, Gabriel Gianordoli, Amy Harmon, Rich Harris, Adeel Hassan, Jon Huang, Danya Issawi, Danielle Ivory, K.K. Rebecca Lai, Alex Lemonides, Eleanor Lutz, Allison McCann, Richard A. Oppel Jr., Jugal K. Patel, Alison Saldanha, Kirk Semple, Shelly Seroussi, Julie Walton Shaver, Anjali Singhvi, Charlie Smart, Mitch Smith, Albert Sun, Rumsey Taylor, Derek Watkins, Timothy Williams, Jin Wu and Karen Yourish. · Reporting was contributed by Jeff Arnold, Ian Austen, Mike Baker, Brillian Bao, Ellen Barry, Samone Blair, Nicholas Bogel-Burroughs, Aurelien Breeden, Elisha Brown, Emma Bubola, Maddie Burakoff, Alyssa Burr, Christopher Calabrese, Julia Carmel, Zak Cassel, Robert Chiarito, Izzy Colón, Matt Craig, Yves De Jesus, Brendon Derr, Brandon Dupré, Melissa Eddy, John Eligon, Timmy Facciola, Bianca Fortis, Jake Frankenfield, Matt Furber, Robert Gebeloff, Thomas Gibbons-Neff, Matthew Goldstein, Grace Gorenflo, Rebecca Griesbach, Benjamin Guggenheim, Barbara Harvey, Lauryn Higgins, Josh Holder, Jake Holland, Anna Joyce, John Keefe, Ann Hinga Klein, Jacob LaGesse, Alex Lim, Alex Matthews, Patricia Mazzei, Jesse McKinley, Miles McKinley, K.B. Mensah, Sarah Mervosh, Jacob Meschke, Lauren Messman, Andrea Michelson, Jaylynn Moffat-Mowatt, Steven Moity, Paul Moon, Derek M. Norman, Anahad O'Connor, Ashlyn O'Hara, Azi Paybarah, Elian Peltier, Sean Plambeck, Laney Pope, Elisabetta Povoledo, Cierra S. Queen, Savannah Redl, Scott Reinhard, Chloe Reynolds, Thomas Rivas, Frances Robles, Natasha Rodriguez, Jess Ruderman, Kai Schultz, Alex Schwartz, Emily Schwing, Libby Seline, Rachel Sherman, Sarena Snider, Brandon Thorp, Alex Traub, Maura Turcotte, Tracey Tully, Lisa Waananen Jones, Amy Schoenfeld Walker, Jeremy White, Kristine White, Bonnie G. Wong, Tiffany Wong, Sameer Yasir and John Yoon. · Data acquisition and additional work contributed by Will Houpp, Andrew Chavez, Michael Strickland, Tiff Fehr, Miles Watkins, Josh Williams, Nina Pavlich, Carmen Cincotti, Ben Smithgall, Andrew Fischer, Rachel Shorey, Blacki Migliozi, Alastair Coote, Jaymin Patel, John-Michael Murphy, Isaac White, Steven Speicher, Hugh Mandeville, Robin Berjon, Thu Trinh, Carolyn Price, James G. Robinson, Phil Wells, Yanxing Yang, Michael Beswetherick, Michael Robles, Nikhil Baradwaj, Ariana Giorgi, Bella Virgilio, Dylan Momplaisir, Avery Dews, Bea Malsky and Ilana Marcus.

Additional contributions to Covid-19 exposure risk assessments and guidance by Eleanor Peters Bergquist, Aaron Bochner, Shama Cash-Goldwasser and Sheri Kardooni of Resolve to Save Lives.

Exhibit C



INSIGHTGLOBAL

David C. Lowance, Jr.
404.335.7347 direct
david.lowance@insightglobal.com

July 28, 2020

VIA FEDEX OVERNIGHT DELIVERY AND ELECTRONIC MAIL

Ms. Liz McDonnell
Senior Sales Executive
Marriott Orlando World Center
8701 World Center Drive
Orlando, FL 32821
liz.mcdonnell@marriott.com

RE: Convention Agreement ("Agreement") dated March 29, 2019 between Marriott Orlando World Center ("Hotel") and Insight Global, LLC ("Insight Global"), as amended

Dear Ms. McDonnell:

I am the General Counsel for Insight Global. Please direct all future communication regarding the Agreement or this correspondence to my attention.

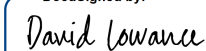
I regret to inform you that, based on our need to safeguard the health and safety of our employees and in light of guidance from the Centers for Disease Control ("CDC") and others regarding the COVID-19 pandemic, we believe that it would be impossible to host Insight Global's National 2021 Sales Conference at the Hotel beginning January 27th, 2021. I am therefore sending you this letter to terminate the Agreement pursuant to the Impossibility provision included on page 9 of the Agreement and hereby request a prompt refund of all deposits previously paid by Insight Global to Hotel pursuant to the Agreement (in the amount of \$40,000.00).

We are sorry that this action is necessary. These are uncertain times for all of us, and we know that the hospitality and travel industry has been hit harder than almost all other sectors. However, our first priority must be the safety and health of our employees. Even if we believed it was safe for our employees to travel from across the country and Canada to attend this conference (something we do not believe would be prudent at this time), we cannot proceed with a conference event that contemplates a gathering of several thousand people in condensed spaces where social distancing and other public health protocols appropriate for this pandemic cannot be observed and which also requires our employees to share living accommodations with persons outside of their immediate family members and friends with whom they have been in self-isolation to protect public health.

We look forward to the opportunity to work with you again in the future, and hope that you and your employees stay safe during this difficult and unprecedented pandemic.

Regards,

DocuSigned by:



6A5G3F93F4BA4E3
David C. Lowance, Jr.
General Counsel

Cc: Ms. Laura Steger (laura.steger@insightglobal.com); Ms. Sue Boyle (sue.boyle@insightglobal.com)

Exhibit D



Schiff Hardin LLP
233 South Wacker Drive
Suite 7100
Chicago, IL 60606

Matthew F. Prewitt
(312) 258.5583
mprewitt@schiffhardin.com

T 312.258.5500
F 312.258.5600

schiffhardin.com

September 1, 2020

BY ELECTRONIC MAIL

Liz McDonnell [LIZ.MCDONNELL@MARRIOTT.COM]
Senior Sales Executive
Marriott Orlando World Center
8701 World Center Drive
Orlando, FL 32821

Re: Insight Global 2021 Sales Conference

Dear Ms. McDonnell:

Our firm represents Insight Global, LLC. I write in reference to your correspondence of August 3, 2020, transmitting an invoice from Marriott Orlando World Center (the "Hotel") for payment by Insight Global of "liquidated damages" of \$735,000 (the "Cancellation Penalty"). Our client disputes any obligation to pay the Cancellation Penalty and demands immediate refund of the \$40,000 deposit previously paid by Insight Global.

Please forward this correspondence to your legal counsel and ask them to contact me so that we may confer regarding this matter. My client remains ready to consider a reasonable commercial resolution but will not be threatened with a Cancellation Penalty that the Hotel has no factual or legal basis to demand.

We have reviewed the March 29, 2019 agreement between the Hotel and Insight Global (together with the subsequent addenda thereto, the "Agreement"). We also have reviewed the parties' recent correspondence. We can find no basis at all for the Hotel's position that the Hotel is capable of performing the Agreement. It is obvious that the COVID-19 pandemic makes it impossible for the Hotel to fulfill its contractual obligations to Insight Global. Accordingly, Insight Global is entitled to refund of its \$40,000 deposit and has no obligation to pay the Cancellation Penalty. If any party has liability, it is the Hotel, which is now unable to provide Insight Global the services for which Insight Global contracted.

As stated expressly on the face of the Agreement, the purpose of the Agreement was for the Hotel to provide the venue for a gathering of more than two thousand employees of Insight Global who were to meet, dine, and participate in a full agenda of events at the Hotel over multiple days for Insight Global's annual sales conference. Because of the COVID-19 state of emergency declared by the Governor of the State of Florida and the restrictions imposed by both Florida and Orange County, as well as the Hotel's own COVID-19 safety guidelines, it is quite literally

Liz McDonnell
September 1, 2020
Page 2

impossible for the Hotel to perform the Agreement. The daily agenda for the sales conference that was set out in detail in the Agreement described the anticipated number of attendees for each meeting, meal, and reception. The health and safety rules imposed as a result of COVID-19 flatly prohibit proceeding with these numerous, large-scale indoor events. It is impossible for 2,000 people to gather safely in a single room for a meeting, much less to host a 2,000 person buffet or a 2,000 person wine and hors d'oeuvres reception. There is no way for the Hotel to provide these services while complying with even the Hotel's own social distancing and face covering guidelines as published on the Hotel's own website.

If we are mistaken, and the Hotel actually has a plan for performing its obligations under the Agreement in a manner that complies with health and safety regulations, then please present this plan to us promptly in writing so that we may review the Hotel's plan with our client. We would be very interested to read your plan for hosting, for example, the 2,000 person reception scheduled for the evening of Friday, January 29.

Frankly, the Hotel's position is utterly disingenuous. Our client contracted for the Hotel to provide the venue for a major event of great importance to our client. The Hotel at no time ever reached out to Insight Global to address how the current pandemic would impact the Hotel's ability to perform the Agreement. Hearing nothing from the Hotel, mindful of the Agreement's provisions requiring prompt notice of termination, and attempting to proceed in good faith to address the Hotel's obvious inability to perform, Insight Global sent its July 28, 2020, notice of termination, giving the Hotel ample time to take steps to mitigate its loss. Rather than seeking damages for the Hotel's inability to meet its contractual obligations, Insight Global asked only for a refund of its \$40,000 deposit. The Hotel responded by demanding payment for services the Hotel cannot provide and without even offering any assurances that the Hotel stands ready, willing, and able to honor the Agreement. The Hotel has not provided those assurances because it cannot, and thus the Hotel cannot enforce the Agreement.

The Agreement set the sales conference date for less than five months from today. As of the date of this letter, no vaccine for the novel coronavirus has yet been approved for use in the United States. Clinical trials for potential vaccines are still in progress. Even if one or more vaccines were approved before the conference date, widespread inoculation could not happen overnight. Even putting to one side the massive logistical effort to manufacture and distribute several hundred million doses of the vaccine, initial distribution would be targeted to healthcare and public safety workers and other groups receiving priority before the general public. We are not aware of any credible expert who is predicting that the majority of persons residing in the United States and Canada will be inoculated by January.

Again, if you are aware of any credible public health agency or authority who is predicting that administration of a vaccine for the residents of the United States and Canada will be

Liz McDonnell
September 1, 2020
Page 3

substantially complete before the sales conference date, we ask that you promptly bring this to our attention.

Insight Global has 58 offices across the United States and Canada. The annual sales conference brings more than 2,000 people from those offices to a single location to meet, dine, and socialize together over several days. They then return home. The sales conference is a high risk super-spreader event. It would be utterly reckless to proceed with the sales conference in the midst of a pandemic. If it is in fact the Hotel's position that our client should proceed with the sales conference anyway, then we challenge you to put in writing such a reprehensible demand. Otherwise, we expect the Hotel promptly to withdraw the August 3, 2020 invoice for the Cancellation Penalty.

Even if the Hotel were somehow capable of performing, the Cancellation Penalty still would be unenforceable under established Florida law. First, Florida law does not enforce a liquidated damages clause unless the contract mutually binds the parties to treat the liquidated damages as an exclusive monetary remedy in lieu of actual damages. *See, e.g., Lefemine v. Baron*, 573 So.2d 326 (Fla. 1991). The Agreement violates this established principle of Florida law because it treats the Cancellation Penalty as the Hotel's exclusive remedy only if Insight Global pays the liquidated damages promptly upon termination; if instead Insight Global refuses to pay or otherwise disputes liability, the Hotel expressly reserves the right to seek recovery of both actual damages and the Cancellation Penalty. This renders the purported liquidated damages unenforceable.

Second, Florida law also applies the familiar requirement that the liquidated damages must reasonably approximate the amount of the actual damages, as anticipated at the time of contract formation; liquidated damages are not enforceable as a penalty to coerce performance. *Hyman v. Cohen*, 73 So. 2d 393 (Fla. 1954). The Agreement violates this well-established legal standard, too. The Cancellation Penalty on its face is a disproportionate penalty for cancelling the event or changing the venue. For example, if Insight Global had decided just one day after signing the Agreement in 2019 to change the conference venue to a different hotel, the liquidated damages would be 100% of room revenues. That is a naked penalty that bears no relationship to at all to the Hotel's actual loss.

The purported liquidated damages are particularly draconian because of the Agreement's distinction between damages for room attrition and remedies for event cancellation. So long as Insight Global did not cancel the event entirely, the Agreement imposed no binding room block commitment until ninety days before the event, and even after that time gave Insight Global the right to reduce the room commitment by up to 10% without liability. As a result, the Agreement as drafted would require Insight Global to pay a greater sum to cancel the event than to proceed with the event even at a substantially reduced scale. Under the Agreement's terms, Insight Global

Liz McDonnell
September 1, 2020
Page 4

would be better off renting the minimum number of rooms required by the Agreement and leaving them empty than cancelling the event, even though cancelling has relieved the Hotel of the cost of performance and allows the Hotel to mitigate by offering the rooms to other travelers. The Cancellation Penalty is exactly that – an unlawful penalty – because it is designed to punish Insight Global for cancelling the event and not to compensate the Hotel for any losses actually caused by Insight Global's breach.

Our client has attempted to reach a reasonable commercial resolution with the Hotel but has been rebuffed. We invite the Hotel to reconsider your position, withdraw your demand for payment of the Cancellation Penalty, and contact me through your counsel to discuss other alternatives for an amicable resolution.

Very truly yours,



Matthew F. Prewitt

MFP:pdw

cc: David C. Lowance, Esq.
Sue Boyle

Exhibit E

Yu, Elise H.

From: Prewitt, Matthew F.
Sent: Thursday, September 17, 2020 8:38 PM
To: 'McDonnell, Liz'
Cc: David Lowance; sue.boyle@insightglobal.com
Subject: RE: Marriott Orlando World Center Termination Notice- Insight Global
Attachments: 2020 09 17 -- Letter to Liz McDonnell of Marriott Orlando World Center.pdf

Dear Ms. McDonnell:

I have not received any responsive communication from your company's legal counsel following my letter of September 1st. Please forward to your counsel my attached letter of today's date.

Regards,

Matthew F. Prewitt

Partner
mprewitt@schiffhardin.com
d +1.312.258.5583 | f +1.312.258.5600

Schiff Hardin LLP
233 South Wacker Drive | Suite 7100 | Chicago, IL 60606
schiffhardin.com | v-card | view bio

From: McDonnell, Liz [mailto:Liz.McDonnell@marriott.com]
Sent: Thursday, September 3, 2020 2:06 PM
To: Prewitt, Matthew F. <MPrewitt@schiffhardin.com>
Cc: David Lowance <David.Lowance@InsightGlobal.com>; sue.boyle@insightglobal.com
Subject: [EXT] RE: Marriott Orlando World Center Termination Notice- Insight Global

CAUTION: External email.

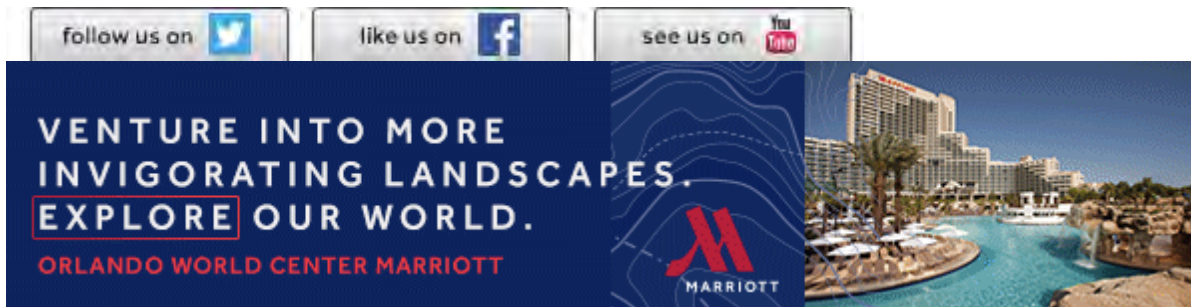
Good afternoon Mr. Prewitt,

I have forwarded your letter to my leadership who will send to our legal counsel, and they will be in touch.

Thank you,

Liz McDonnell | Senior Sales Executive
Orlando World Center Marriott
407-238-8529 | liz.mcdonnell@marriott.com

View: [Marriott's Commitment to Clean](#)



From: Prewitt, Matthew F. <MPrewitt@schiffhardin.com>
Sent: Tuesday, September 1, 2020 2:28 PM
To: McDonnell, Liz <Liz.McDonnell@marriott.com>
Cc: David Lowance <David.Lowance@InsightGlobal.com>; sue.boyle@insightglobal.com
Subject: RE: Marriott Orlando World Center Termination Notice- Insight Global

Dear Ms. McDonnell:

Our firm represents Insight Global. Attached is a letter addressing the 2021 Insight Global sales conference. Please forward the letter to your company's legal counsel and ask them to contact me.
Regards,

Matthew F. Prewitt

Partner
mprewitt@schiffhardin.com
d +1.312.258.5583 | f +1.312.258.5600

Schiff Hardin LLP
233 South Wacker Drive | Suite 7100 | Chicago, IL 60606
schiffhardin.com | [v-card](#) | [view bio](#)

From: McDonnell, Liz <Liz.McDonnell@marriott.com>
Sent: Monday, August 3, 2020 2:30 PM
To: Robert Nance <Robert.Nance@InsightGlobal.com>
Cc: Sue Boyle <Sue.Boyle@InsightGlobal.com>; Laura Steger <Laura.Steger@insightglobal.com>
Subject: RE: Marriott Orlando World Center Termination Notice- Insight Global

Good afternoon Bob,

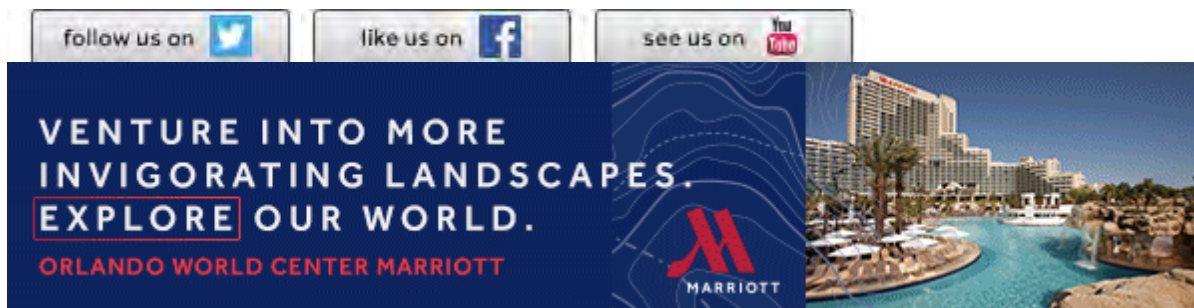
I hope you had a great weekend and my apologies for the delayed response! I have received feedback from my leadership, and while we understand your decision, we are not in agreement regarding impossibility at this time. We would be happy to have discussion around how to mitigate damages with possible re-booking of future meetings, but since all correspondence is to go through you per your letter, I have attached our cancellation letter and invoice here for your review.

If you would like to set up time to talk with my leadership, I would be more than happy to arrange that, as we would love to continue our great partnership with Insight Global. If that is not preferred, we will pass this along to our legal counsel to handle from here.

Please let me know if you have any questions. Thank you and hope to connect with you soon!

Liz McDonnell | Senior Sales Executive
Orlando World Center Marriott
407-238-8529 | liz.mcdonnell@marriott.com

View: Marriott's Commitment to Clean



From: Robert Nance <Robert.Nance@InsightGlobal.com>
Sent: Wednesday, July 29, 2020 8:31 AM
To: McDonnell, Liz <Liz.McDonnell@marriott.com>
Cc: Sue Boyle <Sue.Boyle@InsightGlobal.com>; Laura Steger <Laura.Steger@insightglobal.com>
Subject: Marriott Orlando World Center Termination Notice- Insight Global

Good morning Liz,

As Sue explained yesterday, Insight Global no longer thinks it's possible to host our 2021 sales conference based on the global pandemic. Please find our termination notice attached.

Please let me know if you have any questions.

Bob Nance | Associate General Counsel | Insight Global, LLC
470.426.8010 Office | Ext. 11370 | 404.538.0341 Cell | 404.521.4298 eFax
1224 Hammond Drive, Suite 1500 | Atlanta, GA 30346
Robert.nance@insightglobal.com
[Linkedin](#)

INSIGHTGLOBAL

"To learn more about how we collect, keep, and process your private information, please review Insight Global's [Privacy Policy](#)."

This message and any attachments may contain confidential information protected by the attorney-client or other privilege. If you believe that it has been sent to you in error, please reply to the sender that you received the message in error. Then delete it. Thank you.



Schiff Hardin LLP
233 South Wacker Drive
Suite 7100
Chicago, IL 60606

Matthew F. Prewitt
(312) 258.5583
mprewitt@schiffhardin.com

T 312.258.5500
F 312.258.5600

schiffhardin.com

September 17, 2020

BY ELECTRONIC MAIL

Liz McDonnell
Senior Sales Executive
Marriott Orlando World Center
8701 World Center Drive
Orlando, FL 32821
liz.mcdonnell@marriott.com

Re: Insight Global 2021 Sales Conference

Dear Ms. McDonnell:

I write in reference to the March 29, 2019 agreement between our client Insight Global, LLC, and the Marriott Orlando World Center (the “Hotel”) regarding the January 2021 Insight Global sales conference.

I previously wrote to you on September 1, 2020, demanding that the Hotel rescind its August 3, 2020 invoice to Insight Global for payment of “liquidated damages” of \$735,000 and refund the \$40,000 deposit already paid by Insight Global. Apart from acknowledging receipt, the Hotel has provided no response.

The events of the past two weeks have only further confirmed that it will be impossible in January 2021 for the Hotel to provide a safe venue for Insight Global’s sales conference and that attempting to proceed with the event would create grave health risks for the conference attendees, the Hotel’s own employees, and the general public. In particular, Centers for Disease Control Director Robert Redfield testified yesterday before the United States Senate that the CDC does not expect a vaccine to be “generally available to the American public” in quantities sufficient to “get back to our regular life” until “late second quarter, third quarter 2021.” As I explained in my prior correspondence, proceeding with the Insight Global sales conference before vaccination of the general population is at least substantially complete poses a substantial risk of creating a super-spreader event. It is obvious that even under the best case scenario, most of the US population will not be vaccinated at the end of January 2021.

It is difficult to credit the Hotel’s demand for payment of “liquidated damages” as having any good faith basis. We expect the Hotel to confirm immediately in writing that the August 3, 2020 invoice is cancelled and that the Hotel is withdrawing any claim or demand for payment.

Liz McDonnell
September 17, 2020
Page 2

Insight Global is further entitled to refund of its \$40,000 deposit. My client remains open to rebooking with the Hotel in 2025 and applying the deposit to the 2025 rebooking. Otherwise, Insight Global demands an immediate refund of its deposit.

The courtesy of a prompt response would be appreciated.

Insight Global reserves all rights.

Very truly yours,



Matthew F. Prewitt

MFP:pdw

cc: David C. Lowance, Esq.
Sue Boyle