

AMENDMENT NUMBER 2 TO “AGREEMENT FOR CONTRACT SERVICES”

THIS AMENDMENT NUMBER 2 TO AGREEMENT FOR CONTRACT SERVICES (the "Second Amendment") is made and entered into as of December 06, 2023 by and between the CITY OF IRVINE, a municipal corporation ("City") and Travelscape, LLC, a Nevada limited liability company ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of June 30, 2023, City of Irvine contract number 20902 (the "Agreement").

1. The expiration date of the Agreement is changed from December 31, 2023 to June 30, 2024.
2. PART V, BUDGET, is modified to increase the not-to-exceed contract value by \$150,000 from \$95,000 to \$245,000 in accordance with EXHIBIT I.
3. Except as set forth in this Second Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

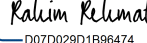
(Signatures follow on next page)

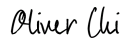
IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE


Travelscape, LLC

DocuSigned by:
By: 
CE186F82A6F8469...
Peter Carmichael
Its: Assistant City Manager

DocuSigned by:
By: 
D07D029D1B96474...
Rahim Rehmat
Its: Senior Manager Revenue Operations

DocuSigned by:
By: 
7809AA719A2B4C7...
Oliver C. Chi
Its: City Manager

Attest:

DocuSigned by:
By: 
0FCAD91F02E547D...
Carl Petersen
Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


DocuSigned by:
By: 
DABE8686180C4BB...
Jeffrey Melching

EXHIBIT I**Standard Advertising Insertion Order**

Campaign Information	
Campaign Name	VCA Irvine Always-on Campaign FY 24
IO #	441221
IO Date	November 28, 2023
Revision #	68
Bill To	Client
Expedia Business Development Manager	Morrison, Josh
Email	jomorrison@expediagroup.com
Expedia Account Manager	Asuncion, Kirsten
Email	kasuncion@expediagroup.com
Campaign Instructions	With this campaign, we will serve 2,916,547 ad impressions for Irvine that will drive to a custom built landing page on Expedia's travel platform that will drive awareness and conversion impact for Irvine's hotel stakeholders.

Campaign Overview		
Currency: USD		
Site	Impressions	Net Value
Expedia US	6,459,962	146,558.05
Hotels.com US	1,246,111	35,941.95
Passport Ads	12,500,000	62,500.00
Totals (excluding tax)	20,206,073	245,000.00

Advertiser/Agency Contact Information	
Advertiser	City of Irvine HID Program
Address	1 Civic Center Plaza, Irvine, California United States 92606
Contact	Bond, Misty
Email	mbond@cityofirvine.org
Phone	7143300331
Agency	N/A
Address	
Contact	
Email	
Phone	

Recipient of the Services and Party Responsible for Payment	
Billing Contact Name	Bond, Misty
Billing Entity Name	City of Irvine HID Program
Legal Entity Name	City of Irvine
VAT/GST ID	
Local Tax ID	
Expedia Customer ID #	4616832
Address	1 Civic Center Plaza, Irvine, California United States 92606
Email	mbond@cityofirvine.org
Phone	7143300331
Payment Method	Direct Bill
Billing Terms	Delivery Lifetime Cap (Cash)
Third Party Ad Server	
Payment Terms	Due Net 30 Days
Invoice Note Request	
Special Bill Instructions	
Additional Emails	isubmittal@cityofirvine.org



Line Item #	Site	Placement	Targeting	Size	Start Date	End Date	Billing Category	Impressions	Units	Gross Rate	Net Rate	Rate Type	Gross Value	Net Value
050	Expedia US	Expedia.US_EN Social Media Social Integration Package (SIP) 7 Days	Even AND [5:1:Days]	Non Standard Media	December 29, 2023	December 29, 2023	Paid For	1	0	25,750.00	25,750.00	Flat Rate	25,750.00	25,750.00
002	Expedia US	Expedia.US_EN Hotels Infosite/Details Right 2	Frontloaded AND PDEST - TLA Previous Searched Destination is: Orange County, CA, United States (SNA-John Wayne Intl.) OR PDEST - POI Previous Destinations is any of: (Irvine Spectrum Center, Irvine, California, USA;Irvine, California, USA)	160x600	July 5, 2023	June 30, 2024	Paid For	368,421	0	19.00	19.00	CPM	7,000.00	7,000.00
003	Expedia US	Expedia.US_EN Hotels Results Destination Experience Gallery	Frontloaded AND PDEST - TLA Previous Searched Destination is: Orange County, CA, United States (SNA-John Wayne Intl.) OR PDEST - POI Previous Destinations is any of: (Irvine Spectrum Center, Irvine, California, USA;Irvine, California, USA)	480x270	July 5, 2023	June 30, 2024	Paid For	103,448	0	58.00	58.00	CPM	5,999.98	6,000.01
011	Hotels.com US	Hotels.US_EN Hotels Infosite/Details + Results Center Inline Banner Bundle	Frontloaded AND PDEST - TLA Previous Searched Destination is: Orange County, CA, United States (SNA-John Wayne Intl.) OR PDEST - POI Previous Destinations is any of: (Irvine Spectrum Center, Irvine, California, USA;Irvine, California, USA)	970x90, 728x90, 468x60, 300x250	July 5, 2023	June 30, 2024	Paid For	50,000	0	21.00	21.00	CPM	1,050.00	1,050.01
014	Hotels.com US	Hotels.US_EN Hotels Results Left 2 & Right 2	Frontloaded AND PDEST - TLA Previous Searched Destination is: Orange County, CA, United States (SNA-John Wayne Intl.) OR PDEST - POI Previous Destinations is any of: (Irvine Spectrum Center, Irvine, California, USA;Irvine, California, USA)	160x600	July 5, 2023	June 30, 2024	Paid For	222,222	0	27.00	27.00	CPM	5,999.99	5,999.99
019	Expedia US	Expedia.US_EN Email Dedicated Slot 1	Frontloaded	Non Standard Media	October 20, 2023	October 20, 2023	Paid For	1	0	15,000.00	15,000.00	Flat Rate	15,000.00	15,000.00
020	Expedia US	Expedia.US_EN Social Media Holiday Social Integration Package (SIP) Black Friday	Frontloaded	Non Standard Media	October 12, 2023	October 12, 2023	Paid For	0	0	6,875.00	6,875.00	Flat Rate	6,875.00	6,875.00



022	Passport Ads	Passport Conversion Display Pixeling Required	Frontloaded AND [DV360 Country=United States] AND PassportAds Shoppers Dest of Orange County, CA 90 - (906156526) AND [5:1:Days]	Display (728x90, 160x600, 300x250, 300x600, 320x50)	October 1, 2023	December 31, 2023	Paid For	6,500,000	0	5.00	5.00	CPM	32,500.00	32,500.00
024	Expedia US	Expedia.US_EN Hotels Results Destination Experience Gallery	Frontloaded AND DEST - POI Destination is: Irvine, California, USA OR DEST - TLA Destination is: orange county, ca, united states (sna-john wayne intl.)	480x270	July 5, 2023	June 30, 2024	Paid For	323,884	0	60.00	60.00	CPM	19,433.04	19,433.04
025	Hotels.com US	Hotels.US_EN Hotels Infosite/Details + Results Center Inline Banner Bundle	Frontloaded AND DEST - POI Destination is: Irvine, California, USA OR DEST - TLA Destination is: orange county, ca, united states (sna-john wayne intl.)	970x90, 728x90, 468x60, 300x250	July 5, 2023	June 30, 2024	Paid For	40,000	0	27.00	27.00	CPM	1,080.00	1,080.02
029	Expedia US	ExpediaPlus.US_EN ROS Search Native Marquee Card 2	Frontloaded	164x152	September 15, 2023	December 31, 2023	Value Add	750,000	0	50.00	50.00	CPM	37,500.00	-
030	Expedia US	ExpediaPlus.US_EN ROS Search Native Marquee Card 3	Frontloaded	164x152	September 15, 2023	December 31, 2023	Value Add	750,000	0	50.00	50.00	CPM	37,500.00	-
031	Expedia US	ExpediaPlus.US_EN Flights Results Right 1	Frontloaded AND DEST - TLA Destination is any of: (los angeles, ca, united states (lax-los angeles intl.);san diego, ca, united states (san-lindbergh field);orange county, ca, united states (sna-john wayne intl.))	160x600	September 8, 2023	June 30, 2024	Paid For	400,000	0	50.00	50.00	CPM	20,000.00	20,000.00
035	Expedia US	Expedia.US_EN Social Media Social Integration Package (SIP) 3 Days	Even AND [5:1:Days]	Non Standard Media	February 16, 2024	February 16, 2024	Paid For	1	0	13,750.00	13,750.00	Flat Rate	13,750.00	13,750.00
049	Expedia US	Expedia.US_EN Social Media Social Integration Package (SIP) 3 Days	Even AND [5:1:Days]	Non Standard Media	May 24, 2024	May 24, 2024	Paid For	1	0	13,750.00	13,750.00	Flat Rate	13,750.00	13,750.00
037	Passport Ads	Passport Conversion Display Pixeling Required	Frontloaded AND [DV360 Country=United States] AND PassportAds Shoppers Dest of Orange County, CA 90 - (906156526) AND [5:1:Days]	Display (728x90, 160x600, 300x250, 300x600, 320x50)	March 1, 2024	May 31, 2024	Paid For	6,000,000	0	5.00	5.00	CPM	30,000.00	30,000.00



038	Hotels.com US	Hotels.US_EN Hotels Results Left 1 & Right 1	<p>Frontloaded</p> <p>AND</p> <p>Previous Destination City is any of: (Orange County California USA:Irvine, California, USA)</p> <p>OR</p> <p>Previous Destination Airport is: Orange County, CA, USA (SNA-John Wayne)</p> <p>OR</p> <p>Destination City is any of: (Orange County California USA:Irvine, California, USA)</p> <p>OR</p> <p>Destination Airport is: Orange County, CA, USA (SNA-John Wayne)</p> <p>AND</p> <p>[5:1:Days]</p>	160x600	January 1, 2024	June 30, 2024	Paid For	222,222	0	36.00	36.00	CPM	7,999.99	8,000.00
039	Hotels.com US	Hotels.US_EN Hotels Results Destination Experience Gallery	<p>Frontloaded</p> <p>AND</p> <p>Previous Destination City is any of: (Orange County California USA:Irvine, California, USA)</p> <p>OR</p> <p>Previous Destination Airport is: Orange County, CA, USA (SNA-John Wayne)</p> <p>OR</p> <p>Destination City is any of: (Orange County California USA:Irvine, California, USA)</p> <p>OR</p> <p>Destination Airport is: Orange County, CA, USA (SNA-John Wayne)</p> <p>AND</p> <p>[5:1:Days]</p>	480x270	January 1, 2024	June 30, 2024	Paid For	166,212	0	47.00	47.00	CPM	7,811.96	7,811.93
048	Hotels.com US	Hotels.US_EN Hotels Results Destination Experience Gallery - Mobile App	<p>Frontloaded</p> <p>AND</p> <p>Previous Destination City is any of: (Orange County California USA:Irvine, California, USA)</p> <p>OR</p> <p>Previous Destination Airport is: Orange County, CA, USA (SNA-John Wayne)</p> <p>OR</p> <p>Destination City is any of: (Orange County California USA:Irvine, California, USA)</p> <p>OR</p> <p>Destination Airport is: Orange County, CA, USA (SNA-John Wayne)</p> <p>AND</p> <p>[5:1:Days]</p>	480x270 (Mobile App)	January 1, 2024	June 30, 2024	Paid For	545,455	0	22.00	22.00	CPM	12,000.01	12,000.00



042	Expedia US	ExpediaPlus.US_EN Hotels Results Right 1	Frontloaded AND Previous Destination City is any of: (Orange County California USA:Irvine, California, USA) OR Previous Destination Airport is: Orange County, CA, USA (SNA-John Wayne) OR Destination City is any of: (Orange County California USA:Irvine, California, USA) OR Destination Airport is: Orange County, CA, USA (SNA-John Wayne) AND [5:1:Days]	160x600	January 1, 2024	June 30, 2024	Paid For	218,750	0	32.00	32.00	CPM	7,000.00	7,000.00
045	Expedia US	ExpediaPlus.US_EN Hotels Results Destination Experience Gallery - Mobile App	Frontloaded AND Previous Destination City is any of: (Orange County California USA:Irvine, California, USA) OR Previous Destination Airport is: Orange County, CA, USA (SNA-John Wayne) OR Destination City is any of: (Orange County California USA:Irvine, California, USA) OR Destination Airport is: Orange County, CA, USA (SNA-John Wayne) AND [5:1:Days]	480x270 (Mobile App)	January 1, 2024	June 30, 2024	Paid For	545,455	0	22.00	22.00	CPM	12,000.01	12,000.00
032	Expedia US	ExpediaPlus.US_EN ROS Search Native Marquee Card 2	Frontloaded	164x152	January 1, 2024	June 30, 2024	Value Add	1,500,000	0	50.00	50.00	CPM	75,000.00	-
033	Expedia US	ExpediaPlus.US_EN ROS Search Native Marquee Card 3	Frontloaded	164x152	January 1, 2024	June 30, 2024	Value Add	1,500,000	0	50.00	50.00	CPM	75,000.00	-
Total:													469,999.99	245,000.00





Terms and Conditions

- 1 Travelscape, LLC (doing business as "Expedia Group Media Solutions") is the provider of advertising services under this Insertion Order.
- 2 The parties agree that the recipient of the services provided by Expedia Group Media Solutions is the entity specified in the "Customer/Bill To" field in this Insertion Order.
- 3 In the event that this Insertion Order is executed by a network or an advertising agency, then the terms and conditions of the IAB/AAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0, shall apply and be incorporated herein: <https://advertising.expedia.com/tools/termsconditions/>
- 4 In the event that this Insertion Order is executed by an advertiser, then the Direct Advertiser Standard Terms and Conditions at <https://advertising.expedia.com/tools/termsconditions/> shall apply. Such terms are based upon the IAB/AAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0.
- 5 In the event of any conflict between the terms of this insertion order and the Standard Terms and Conditions incorporated by reference herein, as applicable, the terms of this insertion order shall apply.
- 6 All IOs executed in North America, Central America, South America and the Asia-Pacific (APAC) Region will be governed by the laws of the State of Washington. Expedia Group Media Solutions and Advertiser agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in Washington Courts, and the parties consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.
- 7 All IOs executed in EMEA (Europe, Middle East and Africa) Region will be governed by the laws of England and Wales. Expedia Group Media Solutions and Advertiser agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in English Courts, and the parties consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.
- 8 A signed insertion order secures your impressions on a first come, first served basis. Actual availability is subject to change.
- 9 Complete technical specifications are available on request.
- 10 Emails are sold by quantity sent, not by impressions.
- 11 All creative units link within the Expedia Marketplace unless otherwise noted.
- 12 Payment by Marketing Funds: Any amounts owed by Advertiser to Expedia Group Media Solutions for media placement approved by Expedia may be credited against any available marketing fund provided pursuant to a separate agreement between Advertiser and Expedia Group Media Solutions or its Affiliates ("Marketing Fund"). Advertising placed by an Agency on behalf of an Advertiser shall not qualify for credit against any Marketing Fund. Any remaining amounts shall be invoiced to Advertiser paid as provided in this Insertion Order and/or the applicable standard terms and conditions.
- 13 Pixel Placement. If Advertiser or Agency is permitted to collect any information from users of any website of Media Company through a pixel, tag, or other tracking method ("Advertiser Tag") then (a) Advertiser shall provide Media Company with prior written notice of all information collected by the Advertiser Tag, (b) Advertiser shall not, without Media Company's prior written consent, (i) use information collected through the Advertiser Tag for any purpose other than delivering the Ads under this IO including but not limited to the delivery of ads for third parties; or (ii) share any information collected through the Advertiser Tags with any third party, and (c) Media Company may remove Advertiser Tags at any time in its sole discretion.
- 14 Payments shall be paid to Expedia Group Media Solutions in cleared funds, without any deduction or set-off, and exclusive of and without any deduction for, or on account of, any taxes, imports, duties, charges, fees, levy or withholdings of any kind required by applicable law. In the event that the Advertiser is required to make such a deduction or withholding, in no event shall the amount paid to Expedia Group Media Solutions in connection with this Agreement be less than the amounts that Expedia Group Media Solutions would have received absent such deduction or withholding.
- 15 Transaction Taxes. All amounts payable or deemed to be payable by Advertiser to Publisher shall be exclusive of any Transaction Taxes. Any and all applicable Transaction Taxes imposed on the services or otherwise arising from the transactions of the parties under this Agreement shall in each case be paid by Advertiser to Publisher or to the Governmental Authorities as required by applicable law, unless Advertiser provides Publisher any and all documents required by applicable law to qualify for an exception or exemption from the imposition of Transaction Taxes (e.g., exemption certificates). Where permitted by law, Publisher, in its sole discretion, shall invoice Advertiser for any Transaction Taxes payable to Publisher and may elect to invoice Advertiser for such Transaction Taxes subsequent to the performance of services.
- 16 Except for recipients established or receiving services in the United States, the recipient of the services should confirm if they are registered for Transaction Taxes in the country where they are established or registered (or the country from which they are receiving these services) in advance of executing the Insertion Order.
- 17 Where the Insertion Order is executed with a recipient of the services that is not registered for Value Added Tax ("VAT") or Good and Services Tax ("GST"), if applicable, in the country where it is purchasing the service, the Publisher may charge VAT or GST on the services provided.
- 18 **Payment Method Definition**
 - a. Direct Bill: Campaign billed directly to Customer based upon the subsequent Billing Term selected. Please see below for Billing Term details.
 - b. Marketing Fund: Campaign billed monthly based on delivered impressions from Expedia Google Ad Manager (GAM) Ad Server. The monthly delivered amounts will be deducted from the Customer's Marketing Fund account. Customer will not receive any invoice for the campaign.
 - c. Intercompany: Campaign sold to an Expedia subsidiary and billed monthly based on delivered impressions from Expedia GAM Ad Server via intercompany process. Expedia subsidiary will not receive any invoice for the campaign.
- 19 **Billing Term Definition**
 - a. Delivery Lifetime Cap - Customer to be billed monthly based on delivered impressions from Expedia Google Ad Manager (GAM) Ad Server or based on delivered impressions from 3rd party Ad Server system. Customer must provide access to the 3rd party Ad Server or provide weekly and monthly reports. If Customer fails to provide access or weekly and monthly reports within 30 days of the end of the month, billing will be based on Publisher's ad server delivery counts.
 - b. Bill at Campaign Start: Customer to be billed for the full IO net value in the first month of the campaign, based upon the campaign start date. Delivery will not impact invoice amounts.
 - c. Immediate at Contracted - Customer to be billed for the full IO net value upon mutual sign-off of the campaign, based upon contract signed date. Delivery will not impact invoice amounts.
 - d. Bill at Campaign End- Customer to be billed for the full IO net value in the last month of the campaign. The campaign cannot extend longer than the 3 months.
 - e. Special Bill - Billing terms that do not fall under other available bill terms. IO require additional approval levels.

All ads served from Expedia Google Ad Manager (GAM) are based upon [Pacific Timezone \(PT\)](#).

Customer

DocuSigned by:

By (Signature) Pete Carmichael

CE186F82A6F8469...

Peter Carmichael

Name (Print)

Title

Date

Expedia Group Media Solutions

DocuSigned by:

By (Signature) Rahim Rehmat

D07D029D1B96474...

Rahim Rehmat

Name (Print)

Title

Date