

FIRST AMENDMENT OF THE AGREEMENT FOR
LEE COUNTY VISITOR & CONVENTION BUREAU
UNITED KINGDOM, IRELAND, AND SCANDINAVIA REPRESENTATION

THIS FIRST AMENDMENT OF THE AGREEMENT FOR LEE COUNTY VISITOR & CONVENTION BUREAU UNITED KINGDOM, IRELAND, AND SCANDINAVIA REPRESENTATION, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Four Communications Ltd. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement to purchase professional tourism representation for the United Kingdom, Ireland and Scandinavia through Solicitation No. RFP170282LAC with Vendor on the 14th day of January, 2018 ("Agreement"); and,

WHEREAS, it was discovered after the execution of the Agreement that it would be in the best interests of Lee County for additional provisions to be added to Exhibit A Scope of Services; and,

WHEREAS, pursuant to Article XIV. Miscellaneous of the Agreement, the Parties desire to modify Exhibit A Scope of Services to add additional provisions to the Exhibit A Scope of Services.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

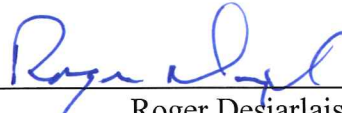
The provisions to Exhibit A Scope of Services shall be supplemented by the additional provisions in "Controller to Processor Data Processing Clause" attached hereto as Attachment 1 to Exhibit A Scope of Services with all conflicting terms in Exhibit A Scope of Services superseded by Attachment 1:

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective parties hereto.

DATED this 13th day of September, 2018 by the Lee County Board of County
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 
Roger Desjarlais
County Manager, on behalf of the Board of
County Commissioners


APPROVED as to Form for the Reliance of
Lee County Only

BY: 
County Attorney's Office

DATED this 06 day of September, 2018 by Four Communications Ltd.

ATTEST:

BY: 
Authorized Signature

 JAKE FRASER
(Witness)

NAN WILLIAMS
Authorized Signature Printed Name

CHIEF EXECUTIVE
Authorized Signature Title

CORPORATE SEAL:

Attachment 1 to Exhibit A Scope of Services

CONTROLLER TO PROCESSOR DATA PROCESSING CLAUSE

FOUR ACTING AS PROCESSOR (SERVICE PROVIDER) ON BEHALF OF CLIENT

- 1.1 References in clause to "data controller", "data processor", "processing", "data protection officer" and "personal data" shall have the same meaning as defined in Data Protection Legislation.
- 1.2 "Client" means [Lee County Visitor & Convention Bureau], "Four" means [Four Communications Ltd] and all parent, holding and subsidiary companies owned or controlled by FCG Worldwide Limited, and collectively the Client and Four will be jointly referred to as "the parties".
- 1.3 The parties acknowledge and agree that in order to provide the Services, Four may process personal data. Schedule A sets out the subject matter and duration of the processing; nature and purpose of the processing; the type of personal data being processed; and the categories of data subject.
- 1.4 The parties agree that in respect of any personal data processed in connection with this Agreement that Client shall be the "data controller" (as defined in Data Protection Legislation) and Four or Sub Processor shall be the "data processor" (as defined in Data Protection Legislation).
- 1.5 Each party acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Legislation. Four shall, without prejudice to its other rights or obligations, in respect of its processing of such personal data:
 - (a) process the data only to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with Client's lawful written instructions from time to time and Four shall not process, nor permit the processing, of the data for any other purpose unless such processing is required by European Union or a law of a Member State to which Four is subject in which case Four shall notify Client in advance of its intention to carry out such processing and allow Four the opportunity to object. If Four is unsure as to the parameters of the instructions issued by Client and/or believes that Client's instructions may conflict with the requirements of Data Protection Legislation or other applicable laws, Four may notify Client for clarification and provide reasonable details in support of any assertion that Client's instructions may not be lawful;
 - (b) ensure the reliability of all its personnel who have access to the data and shall in particular ensure that any person authorised to process data in connection with this Agreement is subject to a duty of confidentiality;
 - (c) having regard to the state of technological development and the cost of implementing any measures, take such technical and organisational measures against the unauthorised or unlawful processing of data and against the accidental loss or destruction of, or damage to data, to ensure a level of security appropriate to: a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the data; and b) the nature of the data to be protected,
 - (d) at Client's cost/subject to agreement on costs assist Client by using appropriate technical and organisational measures in responding to, and complying with, data subject requests;
 - (e) at Client's cost/subject to agreement on costs provide Client with reasonable co-operation and assistance in relation to Client's obligations and rights under Data Protection Legislation, taking into account the nature of the processing and the

information available to the processor, including providing Client and relevant Regulators (as applicable) with all information and assistance reasonably necessary to investigate security breaches, carry out privacy impact assessments or otherwise to demonstrate compliance by the parties with Data Protection Legislation;

- (f) at Client's cost/subject to agreement on costs, without undue delay notify Client, and provide such co-operation, assistance and information as Client may reasonably require if Four:
 - (i) receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data under this Agreement or to either party's compliance with Data Protection Legislation; and/or
 - (ii) becomes aware of any Security Breach;
 - (g) keep at its normal place of business a written record of any processing of the data carried out in the course of the Services ("Records");
 - (h) permit no more than once per year Client, its third-party representatives (who is not a competitor of Four) or a Regulator, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause by Four, access to inspect, and take copies of, the Records for the purpose of auditing Four's compliance with its obligations under this clause. Four shall at Client's cost give all reasonably necessary assistance to the conduct of such audit;
 - (i) may engage a sub processor to process data (or otherwise sub-contract or outsource the processing of any data to a third party) (a "Sub processor"), provided that it:
 - (i) notifies Client of any new or replacement Sub processors. If Client objects to the appointment of a new or replacement Sub processor, it shall notify Four within five business days. Client shall be deemed to have accepted the Sub processor if Four does not receive an objection within five Business Days. If the objection cannot be resolved by the parties within five Business Days of receipt by the Companies of the written objection, Four shall not be in breach of this Agreement to the extent it cannot provide its services or otherwise comply with its obligations as a result;
 - (ii) enters into a written contract with the Sub processor that:
 - (1) provides protections or guarantees that Sub processor considers necessary to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation; and
 - (2) terminates automatically on termination or expiry of this Agreement for any reason; and
 - (iii) remains liable for all acts or omissions of the Sub processors as if they were acts or omissions of Four (except to the extent caused or exacerbated by Client).
- As at the date of this Agreement, Four uses the sub-processors set out in Schedule A for the activities set out in Schedule A in connection with the provision of the Services;
- (j) at Client's cost return or destroy (as directed in writing by Client) all personal data it has in its possession and delete existing copies unless applicable law requires storage of the personal data.

(k) Client acknowledges and agrees that personal data may be transferred to those locations set out in Schedule A in accordance with the transfer mechanisms set out in Schedule A ("Transfer Mechanism"). The parties agree that if the relevant Transfer Mechanism ceases to exist or is no longer considered to be a lawful method of transferring personal data outside of the European Economic Area ("EEA"), the parties shall have a good faith discussion and agree an alternative lawful transfer mechanism and Four may cease or procure that the relevant third party ceases the processing of personal data until the parties have agreed an alternative transfer mechanism to enable the personal data to be transferred outside of the EEA in a compliant manner. Four shall not be in breach of this Agreement to the extent that the parties do promptly reach any such agreement.

1.6 Client agrees to comply with its obligations under applicable Data Protection Legislation in respect of the processing of personal data under or in connection this Agreement and shall in particular ensure that, as a condition of this Agreement, Four is lawfully permitted to process personal data on its behalf. Subject to the limitations of the sovereignty laws of the State of Florida, Client shall indemnify Four on demand against all claims, liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by Four arising out of Client's negligent breach of this clause 1.6 ("Claims"). Each party acknowledges that Claims include any claim or action brought by a data subject arising from Four's breach of its obligations in this clause.

1.7 For the purpose of this clause 1:

"Data Protection Legislation" means Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable, any guidance notes and codes of practice issued by the European Commission and applicable national Regulators including the UK Information Commissioner;

"Regulator" means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation.

"Security Breach" means accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data processed under to this Agreement or breach of Four's security obligations under this Agreement (including clause [1.4](c)).

Schedule A

Data Processing Services

This Schedule must include the following information:

- the subject matter and duration of the processing (e.g. it is necessary for Four to process personal data in order to provide Services under this Agreement for the duration of the Agreement)

Subject Matter	Duration of processing
Lee County Visitor & Convention Bureau United Kingdom, Ireland & Scandinavia Representation. Processing of trade, media and consumer data in order to deliver contract scope	Three year direction of contract dated 01 January 2018 (Contract ref: RFP170282LAC)

- nature and purpose of the processing (e.g. Four may be required to access, receive, generate, store or otherwise process personal data in order to provide the Services);

Nature of processing	Purpose of processing
Data collection via participation in: Trade/Consumer shows Trade/consumer competitions Trade/consumer enquiries Familiarisation trips	For the marketing of The Beaches of Fort Myers & Sanibel (brand name of Lee County Visitor & Convention Bureau)

- the type of personal data being processed (e.g. names, addresses, emails, telephone numbers); and

Type(s) of personal data
Title/Name Position Postal address Email Telephone Passport details (for business trips being organised on behalf of the client)

- the categories of data subject (e.g. personnel of Client, personnel of Client's clients, personnel of Client's suppliers)

Categories of data subject(s)
Journalists

Bloggers Tour operators Travel agents Airlines Car Hire companies Hotel companies Consumers

- Location of processing

Location	Data Transfer Mechanism (if applicable)
Fours Communications, 20 St Thomas Street, London, SE1 9BF, United Kingdom Related Offices (Head office): Immervad 7, 1. - 8000 Aarhus C, Denmark	N/A

- Permitted sub-processors and location of processing

Name	Services	Location	Data Transfer Mechanism (if applicable)
Mimecast Services Ltd	Email security and archiving	UK datacentres	N/A