

INDEPENDENT CONTRACTOR AGREEMENT – TOURISM ECONOMICS

This agreement (the “Agreement”) is made and entered into as of the 15th day of May, 2025 (the “Effective Date”) between The Jackson County Tourism Development Authority (the “Authority”), an authority of Jackson County, North Carolina and having its principal offices at 98 Cope Creek Road, Suite D, Sylva, North Carolina, and Tourism Economics Inc., a Pennsylvania Limited Liability Corporation, doing business as Tourism Economics (the “Contractor” or “Consultant”) (collectively, the “Parties”).

WHEREAS, the Authority requests the Contractor to perform services for it and may request the Contractor to perform other services in the future; and

WHEREAS, the Authority and the Contractor desire to enter into an agreement, which will define respective rights and duties as to all services to be performed,

WHEREAS, the Contractor affirms that he or she understands all of the provisions contained in this Agreement, and in the case that he or she requires clarification as to one or more of the provisions contained herein, he or she has requested clarification or otherwise sought legal guidance,

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1.0 **Services.** Beginning on the Effective Date, and remaining in effect through May 14th, 2028, the Contractor shall provide the Authority with the following services, without limitation:

See the Scope of Work in the Tourism Economics Master Services Agreement, identified as Exhibit “A” dated March 4, 2025 incorporated into this Agreement as if fully set forth herein, (“Scope of Work”).

2.0 **Contractor Representations and Warranties.** Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Contractor makes the following representations and warranties.

2.1 That he or she is fully authorized and empowered to enter into this Agreement, and that his or her performance of the obligations under this Agreement will not violate any agreement between the Contractor and any other person, firm or organization or any law or governmental regulation.

2.2 That he or she is more than eighteen (18) years of age and not otherwise incapacitated at the time of the Agreement.

2.3 That he or she will notify the Authority of any change(s) to the Contractor’s schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than three (3) weeks prior to such change(s). If the Contractor becomes aware of such change(s) within the three (3) week period, the Contractor shall promptly notify the Authority of such change(s) within a reasonable amount of time.

2.4 That he or she will bear all expenses incurred in the performance of this Agreement, excepting items contained as out of pocket expenses listed in 'Expenses' in the Scope of Work included as Exhibit "A".

3.0 Authority Representations and Warranties. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Authority makes the following representations and warranties.

3.1 That it is fully authorized and empowered to enter into this Agreement, and that its performance of the obligations under this Agreement will not violate any agreement between the Authority and any other person, firm or organization or any law or governmental regulation.

3.2 That it is in full compliance with any and all laws and/or statutes applicable to the services described hereunder.

4.0 Compensation. The work performed by the Contractor shall be performed at the rate set forth in Exhibit "A" and not exceed the total estimated amount specified in Exhibit "A" the Scope of Work. Contractor shall provide Authority with monthly reports showing each project worked on for the month and the time that each team member spent on each project.

5.0 Independent Contractor Status.

5.1 The Contractor is an independent contractor of Authority. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

5.2 The Contractor shall have no authority to act as agent for, or on behalf of, the Authority, or to represent the Authority, or bind the Authority in any manner.

5.3 The Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Authority.

6.0 Confidential Information.

6.1 The Contractor and his or her employees shall not, during the time of rendering services to the Authority or thereafter, disclose to anyone other than authorized employees of the Authority (or persons designated by such duly authorized employees of the Authority) or use for the benefit of the Contractor and his or her employees or for any entity other than the Authority, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the Authority projects or programs; the technical, commercial or any other affairs of the Authority; or, any confidential information which the Authority has received from a third party.

7.0 Intellectual Property.

7.1 The Contractor represents that all content provided by the Contractor to the Authority, in furtherance of the services described hereunder, including, without limitation, images, videos and text, including any intellectual property, such as copyrights or trademarks (the "Content"), is owned solely and legally by the Contractor.

7.2 The Contractor grants the Authority a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any Content in connection with the services described hereunder.

7.3 Any materials developed by the Authority, making use of Content, remains the sole property of the Authority subject to all applicable laws and/or statutes.

7.4 During the course of performing under this Agreement, the Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with the Authority, develop information, produce work product, or achieve other results for the Authority in connection with the services it performs for the Authority under this Agreement. The contractor agrees that any such information, work product, and other results, systems and information developed by the Contractor and/or the Authority in connection with such services (hereinafter referred to collectively as the "Work Product") shall, to the extent permitted by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S.C. § 101), and shall remain the sole and exclusive property of Authority. *Note that this provision shall have no effect on the status of the relationship between the Authority and the Contractor, as set out in Section 5 above.*

8.0 Liability.

8.1 The Authority shall not be responsible for any costs incurred by the Contractor, including, without limitation, any and all fees and expenses, such as those described in Section 2.4 above.

8.2 The Authority makes no guarantees regarding the physical and/or mental fitness of any Client. The Contractor shall perform the services set out in this Agreement at his or her own risk.

8.3 EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

9.0 Indemnification.

10.1 The Contractor agrees to indemnify and hold harmless the Authority, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement. This provision shall survive the duration of this Agreement.

10.2 The Contractor agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Contractor's services under this Agreement, unless expressly stated otherwise by the Authority, in writing.

10.0 Duration, Scope and Severability.

10.1 This Agreement shall take effect on the effective date, May 15, 2025, and shall remain in full force and effect for one year, ending on May 14, 2028 or until terminated pursuant to this Section 10 of this Agreement.

10.2 The Authority may terminate this Agreement for any reason upon ninety (90) days notice to the Contractor. Either party may terminate this Agreement for cause within 48 hours upon notice to the breaching party.

10.3 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

10.4 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

10.5 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

10.6 No modifications to this Agreement shall be binding upon the Authority without the express, written consent of the Authority.

10.7 This Agreement shall not be assigned by either party without the express consent of the other party.

10.8 If the Scope of Work, Exhibit "A" or Exhibit "B" conflicts with this Agreement, this Agreement shall control.

11.0 Governing Law and Jurisdiction.

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement shall only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of North Carolina. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF North Carolina.

12.0 Waiver of Rights.

12.1 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

12.2 The Authority shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

13.0 E-Verify, Iran Divestment Act Certification, and Digital Signatures.

13.1 E-Verify: Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

13.2 Iran Divestment Act Certification: As of the effective date of this contract, the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 147-86.58. The signatory below for the Contractor hereby certifies that he or she is authorized to make the foregoing statement.

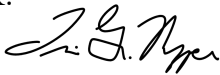
13.3 Digital Copies: All parties agree that scanned, faxed, digital signatures, electronic signatures or e-mailed signatures by any or all of the parties to this Contract, shall be binding originals for all needed purposes including admissibility as evidence in any legal proceedings.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have each executed this agreement as of the Effective Date.

AUTHORITY:

_____ Jackson County Tourism Development Authority Robert Jumper, Chair	_____ Date
---	---------------

CONTRACTOR:

 _____ Tourism Economics, LLC (Pennsylvania)	_____ 3/18/25 Date
--	--------------------------

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____ Signature of Finance Officer	_____ Date
---------------------------------------	---------------

SERVICE ORDER FOR SYMPHONY & MEDIA IMPACT CALCULATOR & WEBSITE IMPACT CALCULATOR

Customer Legal Name: Jackson County Tourism Development Authority for use by Discover Jackson, NC	
Customer Contact: Nick Breedlove	
Applicable Symphony Services or Professional Services: Symphony Business Intelligence Platform and Website Impact Calculator(WIC)	
<p>Additional Terms:</p> <p>Contract period: May 15, 2025 – May 14, 2028</p> <p>Symphony Platform</p> <p>Mobile location (main study geography + 50 POIs)</p> <p>Website - Economic Impact Results</p> <p>\$10,000 implementation fee in year one</p>	
<p>Fee: Symphony: \$32,000 annually</p> <p>WIC: \$12,000 annually.</p> <p>TransUnion Credit Card Data: \$7,000 annually</p> <p>Symphony Implementation Fee: \$10,000 (year one only)</p> <p>Total Fee: \$51,000 annually</p>	<p>Method of Payment: Invoiced in July, 2025, 2026, and 2027.</p>
<p>Payment Schedule: Net 30</p> <p>Year 1: \$61,000</p> <p>Year 2: \$51,000</p> <p>Year 3: \$51,000</p>	<p>Service Term: 36 Months</p>
<p>Proposal Date: March. 4, 2025</p>	<p>Proposal Expiration: March 31, 2025</p>

This Service Order is entered into by and between the Customer, Jackson County Tourism Development Authority, at tourism development authority created by the North Carolina General Assembly, (“**Customer**”) and Tourism Economics Inc., an Oxford Economics company, headquartered at 303 W. Lancaster Ave. Suite 2E, Wayne, PA 19087 (“**Tourism Economics**” or “**TE**”) (each a “**Party**” and collectively the “**Parties**”). This Service Order is for the purchase of a subscription to the Symphony services specified above. By entering into this Service Order, the Parties agree to the terms and conditions for Symphony, attached as **Exhibit A**. The pricing and terms presented on this Service Order are Tourism Economics Confidential Information. This Service Order together with Exhibit A shall be referred to as the “**Agreement**.”

By signing below, the Parties through their duly authorized representatives agree to the terms as memorialized in this Service Order, effective as of the date of the Customer’s signature below (“Effective Date”).

Tourism Economics, Inc.:

Customer:

By: 

By:

Name: Zeek Coleman

Name:

Title: VP of Americas

Title:

Date: March 4, 2025

Date:

Email for receiving notices: ZColeman@OxfordEconomics.com

Email for receiving notices:

EXHIBIT A

SYMPHONY MASTER SERVICE AGREEMENT

This Master Services Agreement (this “**MSA**”) is entered into effective as of the “**Effective Date**” by and between Tourism Economics Inc., an Oxford Economics company, headquartered at 303 W. Lancaster Ave. Suite 2E, Wayne, PA 19087 (“**Tourism Economics**” or “**TE**”) and Customer identified on the attached Service Order (“**Customer**”) (each a “**Party**” and collectively the “**Parties**”). This MSA is a framework document to establish a Services-based relationship between the Parties. This MSA together with the Service Order and exhibits thereto shall be referred to as the “**Agreement**.”

Recitals

WHEREAS, Customer may order and TE may provide the following categories of services:

Platform Services, which are the series of proprietary software-as-a-service offerings developed by TE as delivered to Customer that facilitate the process of evaluating campaign performance metrics and optimizing ad spend strategies (“**Platform**”), attribution and measurement services (“**Symphony Attribution Services**”), products and related systems, security, updates and improvements thereto, and support services accessed by Customer using a web browser and the Internet.

Professional Services, which are Services other than Platform Services that TE performs or provides (“**Professional Services**”), including the development and delivery of certain deliverables (“**Deliverables**”). Professional Services are purchased on a project basis.

AND WHEREAS, Platform Services and Professional Services (together, the “**Services**”) are specified in a service order (“**Service Order**”) and are purchased on an annual or multi-year basis as set forth in a Service Order, which will reference this MSA and will be subject to the terms hereof.

NOW THEREFORE, in consideration of the mutual promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, TE and Customer agree as follows:

SECTION 1 LICENSE OF PLATFORM SERVICES AND RESTRICTIONS

Section 1.1 Platform License; Contacts. Effective upon the Parties’ execution of an applicable Service Order, TE hereby grants to Customer a limited, non-exclusive, non-transferable (except pursuant to the Assignment section below), revocable, worldwide license to use the Platform Services and the Deliverables, each as applicable, for Customer’s internal business purposes, during the term set forth in the applicable Service Order. Customer is responsible for creating and maintaining user accounts and all use of its license, and for ensuring that those accounts are protected with passwords to prevent unauthorized use. Each Party shall appoint a contact person for each Service Order, as specified in such Service Order, who will be the other Party’s principal contact to resolve issues related to the applicable Services. Either Party may change its contact person by providing notice thereof to the other Party as set forth in this Agreement. Customer shall designate one person to be responsible for administering its account and all its users (such person, the “**Company Administrator**”).

Section 1.2 Restrictions. Notwithstanding anything herein to the contrary, Customer shall not: (a) sell, re-sell, rent, or lease the Platform Services; (b) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit or violates this Agreement or a Service Order; (c) access or use any of TE’s intellectual property except as provided herein; (d) permit third parties to use the Platform Services without TE’s prior consent (except that Customer may allow third parties to use the Platform Services if such third parties are providing services to Customer (but not for such third parties’ own use) and such third party is not a direct competitor of TE as can be reasonably determined); (e) tamper with the security of the Platform or reverse engineer, interfere with, or disrupt the integrity or performance of the Services; (f) perform vulnerability tests, network scans, penetration tests, or other investigative techniques on TE’s software or services; (g) if Customer is an academic institution purchasing an academic license, permit use of the Services by individuals other than students, staff, or faculty of Customer, or use the Services for other than academic or research purposes (e.g., Customer shall not use the Services for commercial purposes, including on behalf of other entities for compensation); (h) use the Services in violation of applicable law; or (i) use the Services to (1) send irrelevant or inappropriate messages to third parties (e.g., “spam”), (2) upload, send, or store malicious code, (3) upload binary files or executable code, or (4) upload content that (A) infringes, misappropriates, or otherwise violates any third party’s intellectual property right, (B) aggravates, harasses, threatens,

defames, or abuses TE or third parties (including content that is racist or otherwise extremely offensive to others), (C) contains or contains links to nudity, pornography, obscene content, sex, profanity, or foul language (except in pursuit of valid research purposes), or (D) contains links to third-party services.

TE, in its sole discretion, may restrict access to Customer's account after providing notice to Customer of unauthorized access or use and allowing Customer a reasonable period to cure such unauthorized access or use.

Section 1.3 Customer Data License. During the Term, Customer grants to TE and its parent, affiliates, and third-party vendors subject to a confidentiality agreement a limited, non-exclusive, non-transferable (except pursuant to the Assignment section below), revocable, worldwide license to access and process Customer Data (as defined below), including Customer Data uploaded to or collected via the Platform, Customer Data provided to TE to deliver Professional Services, or Customer Data provided to TE or its vendors for purposes of delivering Symphony Attribution Services identified in the Service Order. TE or its vendors shall use the Customer Data to provide the Services to Customer that are identified in the Service Order, improve the Services delivered to Customer, or as otherwise permitted in the Agreement.

Section 1.4 Attribution Data License. Upon activation of Symphony Attribution Services as provided in the Service Order, TE will make available to Customer during the Term reports with advanced visitor insights, media attribution and campaign analysis, marketing impact calculations, and other relevant information ("**Attribution Data**"). TE offers access to Attribution Data via the Platform. TE grants Customer a limited, non-exclusive, non-transferable (except pursuant to the Assignment section below), revocable, worldwide right and license to view, access, and generate reporting using the Attribution Data within the Platform subject to the terms and conditions in this Agreement. Notwithstanding the foregoing, when used in connection with advertising campaigns, the Attribution Data shall never be used for exclusionary or discriminatory purposes prohibited by law.

SECTION 2 SUPPORT AND MAINTENANCE

Section 2.1 Order Term. During the term of the applicable Service Order (the "**Order Term**") and on the condition that Customer has paid all undisputed fees due and owing to TE and is otherwise in material compliance with the terms of this Agreement, TE shall provide the Services to Customer set forth in the applicable Service Order.

Section 2.2 Technical Support. TE shall provide technical support, and make reasonable, good faith efforts to correct errors as outlined in **Schedule 1 to Exhibit A**. Certain TE employees may need to access Customer Data (as defined below) to provide the Services. Customer hereby consents to such access where necessary to provide the Services, which access may include downloading a copy of Customer Data for so long as necessary and thereafter deleting such copy.

SECTION 3 FEES.

During an Order Term, Customer shall pay TE the fees and charges specified on the applicable Service Order. Customer is responsible for all applicable taxes on the fees and charges paid by Customer, including any and all sales, use, and value-added taxes, but not any taxes imposed on TE income. Fees for Services shown on an Order do not include any applicable sales, use, or value-added taxes. Customer is responsible for paying any fees for exceeding the quantity limits set forth in a Service Order.

SECTION 4 OWNERSHIP OF INTELLECTUAL PROPERTY.

As between the Parties, TE exclusively owns all right, title, and interest in and to the Platform, the Deliverables (which, for the avoidance of doubt, do not include Customer Data (as defined below)) and any Services-related suggestions, ideas, enhancements, requests, feedback, and recommendations provided by Customer to TE during the Term. Any transaction contemplated hereby or by any Service Order is not a sale and does not convey to Customer any rights of ownership in or related to the Services or the Deliverables, or intellectual property rights of TE. TE's logo and the product names associated with the Services are trademarks of TE (or its licensors, where applicable) and no right or license is granted to Customer to use them.

SECTION 5 CUSTOMER DATA

Section 5.1 General. As between the Parties, Customer owns all right, title, and interest in and to all information input or generated by Customer in connection with the Services ("**Customer Data**") and TE owns all right, title, and interest in and to the Platform, Attribution Data, and Usage Data (as defined below). Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, classification, and intellectual property right to use Customer Data and shall obtain and maintain all consents necessary for using and processing the Customer Data in accordance

herewith. Customer Data shall be deemed to be Customer's Confidential Information (as defined below), and TE shall not use Customer Data for any purpose other than performing its obligations hereunder or as otherwise agreed to in writing by the Parties. Notwithstanding the foregoing, Customer hereby grants to TE a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable (directly and indirectly), transferrable, perpetual, and irrevocable license to anonymize and aggregate the Customer Data and use such anonymized and aggregated data ("**Usage Data**") for TE's business purposes. TE shall own all right, title, and interest in Usage Data. Usage Data will not include personally identifiable information and will only be used on an aggregated basis with similarly anonymized data of other TE customers. Usage Data shall not be considered Confidential Information of Customer.

Section 5.2. Third-Party Licensors. Where the Services in connection with this Agreement require that Customer access or otherwise process information TE has licensed from a third-party licensor (each a "Licensor"), Licensor or TE may require Customer to enter into an agreement directly with Licensor, where applicable (attached at Exhibit __ N/A?). Customer shall be solely liable for any use of Licensor data in violation of Applicable Law, this Agreement, or Customer's agreement with Licensor(s). Customer acknowledges that a refusal or failure to enter into a direct agreement with Licensor(s) may limit the services that TE is able to provide to Customer. Customer acknowledges that it has received, reviewed and understands any underlying agreements between TE and Licensor, and shall comply with any Licensor data use restrictions therein.

Section 5.3. Rights in Customer Data. Customer represents and warrants that Customer will comply with all applicable laws in its use of the Services and has obtained and will maintain all necessary consents, authorizations, and rights as may be required in accordance with applicable law to provide the Customer Data to TE in accordance with this Agreement, including requiring any third party source of the Customer Data to obtain and maintain all necessary consents, authorizations, and rights as may be required in accordance with applicable law for Customer to provide the Customer Data to TE in accordance with this Agreement. Customer's compliance with this section is subject to verification by TE, and Customer agrees to comply with all necessary corrective measures required by TE to remedy any violation of this section identified by TE.

Section 5.4. No Sensitive Personal Information. Customer will not share, and will not assist or knowingly permit any third party to, (a) provide Customer Data or other information to TE that TE could use or recognize as sensitive data or sensitive personal information ("**SPI**") under any applicable law, regulation, or industry standard; (b) provide Customer Data or other information to TE that includes any patient data, Protected Health Information ("**PHI**") as such term is used in the Health Insurance Portability and Accountability Act of 1996 or any similar applicable state law, or consumer health data ("**CHD**") as such term is used in the Washington State My Health My Data Act or any similar applicable state law; (c) provide Customer Data or other information to TE about a person under the age of 18; or (d) knowingly or through gross negligence cause TE to violate any laws applicable to the processing of the Customer Data, including the U.S. State Privacy Laws (as defined below). This provision shall include N.C.G.S. chapter 132 and other North Carolina regulations or laws applicable to tourism development authorities and county governments.

Section 5.5. Data Privacy. Each Party shall notify the other Party if it determines it can no longer meet its obligations under applicable U.S. State Privacy Laws, including providing the same level of privacy protection with respect to the Customer Data as required under U.S. State Privacy Laws or the same level of privacy protection with respect to Attribution Data as required of TE under U.S. State Privacy Laws. Each Party has the right, upon notice, to the extent required by the U.S. State Privacy Laws, to request that the other Party suspend or discontinue the applicable processing of data to the extent necessary to stop or remediate unauthorized use of such data. Where required by applicable U.S. State Privacy Laws, each Party has the right to request information from the other Party regarding the other Party's processing of data pursuant to this Agreement. Each Party has the right to ensure that the other Party uses data processed under this Agreement in a manner consistent with the U.S. State Privacy Laws. "**U.S. State Privacy Laws**" means the California Consumer Privacy Act of 2018 ("**CCPA**"), as amended, including by the California Privacy Rights Act of 2020, and the rules and regulations promulgated thereunder, and any other U.S. state laws concerning privacy or data security that are applicable to the performance of the Parties' obligations under this Agreement.

SECTION 6 TERM AND TERMINATION

Section 6.1 Term. This Agreement will commence on the Effective Date and will continue until May 14, 2028 (the "Initial Term"), after which the Agreement shall automatically renew for successive periods of (1) year (each, a "Renewal Term") unless a Party hereto notifies the other Party hereto of its election not to so renew not less than sixty

(60) days prior to the end of the then current term. "Term" shall collectively mean and include the Agreement term represented by the Initial Term and the Renewal Term.

Section 6.2 Termination. A Party may terminate this Agreement immediately on giving notice in writing to the other Party if:

- 6.2.1. the other Party commits any breach of any term of this Agreement and in the case of a breach which is not persistent and which is capable of being remedied, has failed, within thirty (30) days after a Party has requested to remedy the breach in writing; or
- 6.2.2. the other Party has a receiver, administrative receiver or an administrator appointed over it or over any part of its undertaking or assets, or it passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if it becomes subject to an administration order, or if it enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.

Section 6.3 Effect of Termination. Upon the expiration or termination of this Agreement, Customer shall pay to TE all undisputed amounts due and payable under this Agreement, if any, through the date of expiration or termination in accordance with the payment terms herein. Any expiration or termination of this Agreement will not affect any accrued rights or liabilities of either Party, nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into or to continue in force on or after expiration or termination.

Section 6.4 Customer Right to Access Data After Termination. Upon the termination of all Platform Services, TE shall make available to Customer a portal whereby Customer may download and delete Customer Data for a period of 30 days. TE is not required to retain Customer Data after such thirty (30) day period has ended.

SECTION 7 REPRESENTATIONS AND WARRANTIES

Section 7.1 Mutual. Each Party represents and warrants that (a) it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation, (b) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement, (c) this Agreement does not violate the terms of any other agreement to which a Party is bound, and (d) each Party will comply with all laws applicable to its performance of its obligations under this Agreement.

Section 7.2 TE Representations and Disclaimer. TE represents and warrants that it will perform under this Agreement in a competent and professional manner in accordance with the highest professional standards, and that TE has the experience and is qualified to perform the tasks required to perform under this Agreement. TE disclaims that the Platform Services are free from defects or errors. Because of the uncertainty of future events and circumstances and because TE relies in good faith on data provided by third parties, TE does not warrant that its forecasts, projections, advance, recommendations, or the contents of any report, presentation, or other document will be accurate or achievable and TE will not be liable for the contents of any of the foregoing or for the reliance by Customer on any of the foregoing. If Customer or a third-party makes or has anyone make any modification to any of the deliverables described in this Agreement, TE will have no further liability or responsibility in respect of that deliverable, will be released from any obligation to provide any service in respect of that deliverable, and will be entitled to assess additional charges in return for any services which TE does so provide.

Section 7.3 Limitation of Warranties. EXCEPT AS SET FORTH IN THIS SECTION 7, EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND MERCHANTABILITY, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, ALL SERVICES PROVIDED BY TE HEREUNDER ARE STRICTLY ON AN "AS IS" BASIS, AND TE DOES NOT MAKE ANY WARRANTIES, REPRESENTATIONS, OR COVENANTS WITH RESPECT TO ANY THIRD-PARTY CONTENT OR PRODUCTS, EXPRESS OR IMPLIED.

SECTION 8 CONFIDENTIAL INFORMATION

Section 8.1 Permitted Use. Each Party possesses “**Confidential Information**” (as defined below) that has value to that Party by virtue of the information not being publicly available. The disclosing Party (“**Disclosing Party**”) is willing to disclose Confidential Information to the receiving Party (“**Receiving Party**”) for the sole and exclusive purpose of the Receiving Party’s use of the Confidential Information pursuant to this Agreement. The Receiving Party shall use the Confidential Information only for the purposes of this Agreement and shall not use the Confidential Information for any other purpose or in any other manner.

Section 8.2 Confidential Information. “**Confidential Information**” shall mean any and all trade secret and/or confidential research, development, or commercial information, that has value to the Disclosing Party by virtue of the information not being generally known to the public, and that has been provided by the Disclosing Party to the Receiving Party pursuant to the terms and conditions of this Agreement. “Confidential Information” shall include all such information that the Disclosing Party shall at any time designate, in writing, orally, or in some other tangible form as “proprietary” or “confidential” or bears a similar designation, or if not disclosed in tangible form, that is clearly identified as confidential or proprietary, and includes but is not limited to: trade secrets; know how; inventions; innovations; subject matter that is appropriate for patent protection; works that are eligible for copyright protection; research; development; financial or other commercial or business information; projections; strategies; business plans; business records; techniques; formula; products; business operations; customer requirements; customer information; data; plans; revenue; pricing; computer programs and software (including without limitation, code, output, screen displays and layouts, architecture, graphics, and user interfaces); comparable information from third-parties; summaries or abstracts; or other records or information. “Confidential Information” shall include any information that is considered personal information, personally identifiable information, or personal data under applicable data protection laws and regulations, but shall not include information that is considered “de-identified” or “aggregate” data under applicable data protection laws provided that the information does not directly identify Customer. The Disclosing Party represents to the Receiving Party that the Disclosing Party either owns or has the right to disclose the Confidential Information that is being disclosed to the Receiving Party pursuant to this Agreement. The Receiving Party acknowledges that mere receipt of Confidential Information pursuant to this Agreement in no way grants the Receiving Party any rights of ownership or control over such Confidential Information.

Section 8.3 Information Excluded. “Confidential Information” shall not include information that: (a) is generally available to the public prior to the date of this Agreement; (b) enters the public domain during the term of this Agreement through no fault of the Receiving Party, including, without limitation, any breach of this Agreement by the Receiving Party; or (c) the Receiving Party can establish, through its own contemporaneous records, was in its possession prior to disclosure of the Confidential Information to the Receiving Party.

Section 8.4 Duty of Confidentiality. This Agreement sets forth the terms and conditions under which the Receiving Party undertakes to receive Confidential Information disclosed by the Disclosing Party. The Receiving Party shall: (a) hold and maintain all Confidential Information received from the Disclosing Party in strict confidence; (b) restrict disclosure of Confidential Information only to those employees of the Receiving Party or its parent or wholly owned subsidiaries who need to know the Confidential Information in order reasonably to carry out the terms of this Agreement and who have been informed of the confidential nature of the information and have agreed to be bound by the restrictions of this Agreement governing disclosure of Confidential Information; (c) not duplicate, reproduce, distribute, store in any electronic information retrieval system, or disseminate in any other manner, the Confidential Information; (d) employ procedures to prevent the unauthorized disclosure of Confidential Information that are commensurate with, or more rigorous than, the procedures employed by the Receiving Party to protect its own Confidential Information from disclosure but in no event less than those required to satisfy the requirements of this Section; (e) use Confidential Information disclosed by the Disclosing Party only for the express purposes of this Agreement, and not for any other purpose or otherwise for the benefit of the Receiving Party or any other person; and (f) not measure, reverse engineer, decompile, disassemble, or otherwise analyze the physical structure, construction, or operation of the Confidential Information.

Section 8.5 Duration of Confidentiality Obligations. The obligations of the Receiving Party with respect to the Confidential Information of the Disclosing Party shall remain in full force and effect for the duration of this Agreement plus a period of five (5) years from the expiration or termination of this Agreement, or until the Disclosing

Party gives the Receiving Party notice in writing that the Confidential Information shall no longer be considered confidential, whichever occurs earlier.

Section 8.6 Return of Confidential Information. All Confidential Information shall remain the sole property of the Disclosing Party. The Receiving Party agrees that upon expiration or termination of this Agreement, or upon the written request of the Disclosing Party, the Receiving Party shall discontinue any and all use of the Confidential Information and shall promptly return to the Disclosing Party all documents, and other materials or things containing, embodying, or incorporating the Confidential Information, including all copies.

Section 8.7 Protection of Confidential Information. Each Party will maintain appropriate administrative, physical, and technical safeguards that are at least as stringent as each uses for its own purposes, but in no event less than accepted industry standards designed to (i) protect the security, confidentiality, and integrity of Confidential Information and (ii) protect against unauthorized access to or use, modification or disclosure of Confidential Information. The Receiving Party agrees to collect, use, retain, or share Confidential Information only to (iii) fulfill its obligations under this Agreement, (iv) to prevent or address service or technical problems, (v) as compelled by judicial or governmental order, or (vi) as expressly permitted under this Agreement or by the express agreement of a Mutual Customer.

Section 8.8 Notification of Data Breach. The Receiving Party will notify the Disclosing Party within seventy-two (72) hours of becoming aware of the accidental, unlawful, or unauthorized loss of, use of, access to, or disclosure of unencrypted Confidential Information. The Receiving Party will consult and cooperate with investigations and legally required notifications, and provide any information reasonably requested by the Disclosing Party.

SECTION 9 LIMITATION OF LIABILITY

Section 9.1 Waiver of Specified Damages. TE SHALL NOT BE LIABLE TO CUSTOMER, OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR COVER DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE OR BY STAUTE AND DAMAGES RESULTING THEREOF, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Section 9.2 Liability Cap and Exclusions. EXCEPT WITH RESPECT TO TE'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY DUE TO TE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ("EXCLUDED CLAIMS"), EXCEPT AS PROVIDED IN 9.2 TE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO TE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY (THE "GENERAL CAP"). NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL CUSTOMER'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO EXCLUDED CLAIMS EXCEED TWO TIMES THE GENERAL CAP.

SECTION 10 INDEMNIFICATION.

Section 10.1 Indemnification by Tourism Economics. TE will indemnify, defend and hold harmless Customer and its officers, directors, and employees from and against any third-party (including a User) claims, suits or demands for liabilities, damages, losses, expenses (including reasonable attorneys' fees and court costs), fines, or judgments arising out of or relating to an allegation that TE's provision of or Customer's authorized use of the Platform Services infringes the intellectual property rights of such third party ("**Infringement Claim**"), except to the extent the alleged infringement results from (A) Customer's use of the Platform Services in violation of the Agreement, (B) Customer's use of the Platform Services in combination with other products, equipment, software or data not supplied, recommended or approved by TE and not reasonably necessary for the intended use of the Platform Services, (C) any modification of the Platform Services by any person other than TE or its authorized agents, or (D) an allegation that Customer Data, as provided by Customer and as used in strict accordance with this Agreement by TE, violates such third party's intellectual property or privacy rights.

- 10.1.1. If the Platform Services are the subject of an Infringement Claim as outlined in Section 10.1, TE may at its election and expense: (i) procure for Customer the right to continue using the infringing product or

service, (ii) replace or modify the infringing product or service so that it becomes non-infringing, or (iii) if neither of the foregoing is commercially practicable, immediately terminate this Agreement upon written notice to Customer.

10.1.2. The remedies in Sections 10.1 and 10.1.1. are Customer's sole remedies, and TE's entire liability, with respect to any Infringement Claim covered by this section.

Section 10.2 Indemnification by Customer. Customer will indemnify, defend and hold harmless (including payment of reasonable attorneys' fees and court costs) TE and its officers, directors and employees against any third party claims, suits or demands for liabilities, damages, losses, expenses, fines, or judgments to the extent arising out of or related to (i) Customer's failure to comply with applicable law when using the Platform, (ii) Customer Data, or (iii) a breach or alleged breach of Sections 5.3, 5.4, or 5.5.

Section 10.3 Procedure. The indemnified Party will notify the indemnifying Party promptly upon becoming aware of any claim subject to indemnification in this Section 10, and give the indemnifying Party sole control and authority to defend and settle any such claim (provided, however, that indemnifying Party will not enter into any settlement or compromise that admits liability on indemnified Party's behalf without the indemnified Party's prior written consent). The indemnified Party will provide the indemnifying Party reasonable assistance and information to defend the claim.

SECTION 11 GENERAL

Section 11.1 Nature of the Relationship. The Parties and their respective personnel are and shall be independent contractors and neither Party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

Section 11.2 No Third-Party Beneficiaries. TE and Customer, and their permitted successors or assigns, are the sole intended beneficiaries of this Agreement. There are no third-party beneficiaries to this Agreement, including Mutual Customers, and no such unintended beneficiary or third party shall have the right to sue on or enforce this Agreement.

Section 11.3 Injunctive Relief. The Parties expressly acknowledge that unauthorized disclosure or use of the Confidential Information may result in irreparable injury for which an adequate remedy at law may not exist. Accordingly, each Party shall be entitled to immediate injunctive relief prohibiting any violation of this Agreement, in addition to any other rights and remedies available.

Section 11.4 Assignment. Neither Party may assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement.

Section 11.5 Waiver and Cumulative Remedies. No waiver under the Agreement shall be effective unless it is in writing and signed by the waiving Party. Either Party's waiver of, or delay or failure to exercise, any right provided for in this Agreement will not be deemed a waiver of any further or future right. Other than expressly stated herein, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies a Party may have at law or in equity.

Section 11.6 Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Section 11.7 Notices. Except as otherwise set forth herein, all notices under this Agreement will be in writing addressed to the parties at the email address set forth below each Party's signature block in the Service Order and will be deemed to have been duly given the first business day after sending by email.

Section 11.8 Amendment. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both Parties.

Section 11.9 Force Majeure. Neither Party shall be liable for any delay in the performance of its obligations under this Agreement if and to the extent such default or delay is directly caused by fire, flood, earthquake, elements of nature or acts of God, wars, riots, pandemics, epidemics, acts of terrorism, civil disorders, rebellions, or revolutions (each a "**Force Majeure Event**") and such default or delay could not have been prevented by reasonable precautions. In such event the non-performing Party shall be excused from performance or observance of the obligation(s) to the

extent so affected for as long as such circumstances prevail; provided that such Party continues to use all commercially reasonable efforts to commence performance under this Agreement whenever and to whatever extent commercially practicable without delay.

Section 11.10 Governing Law, Forum, and Attorney's Fees. This Agreement shall be governed in all respects by the laws of the State of North Carolina without regard to its choice of law or conflict of laws rules. The Parties hereto expressly consent, and submit themselves, to the exclusive jurisdiction of the state and federal courts of North Carolina for the adjudication or disposition of any claim, action or dispute arising out of this Agreement. The prevailing Party shall be entitled to recover, in addition to such damages as may be found by the courts, its reasonable attorney's fees and costs, including those related to or arising out of any injunctive proceedings.

Section 11.11 Survival. The provisions of this Agreement that by their nature may reasonably be presumed to have been intended to survive any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement, including Section 3, 4, 5, 6, 7, 8, 9, 10, and 11.

Section 11.12 Binding Agreement. Except as expressly provided otherwise, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 11.13 Entire Agreement. This Agreement, together with all appendices, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. The headings in this Agreement are for ease of reference only and do not affect the interpretation of this Agreement.

Section 11.14 Counterparts. This Agreement and any Service Order may be executed in two or more counterparts. This Agreement and any Service Order may be signed and delivered electronically and shall have the same force and effect as an original.

Section 11.15 Construction. The Parties intend this Agreement and each Service Order to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Unless the context requires otherwise, as used herein, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation," (b) the word "or" is not exclusive, and (c) the words "herein," "hereof," "hereto," "hereunder," and similar words refer to this Agreement as a whole.

Section 11.16 Export Controls. TE provides services and uses software and technology that may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit access to or use of any Service in a U.S. embargoed country or in violation of any U.S. export law or regulation.

SCHEDULE 1 to EXHIBIT A

TECHNICAL SUPPORT

Overview

TE will provide support for the Services to the Company in accordance with the terms set forth herein. TE may modify these terms from time to time to reflect process improvements or changing practices. Support is provided for the Term.

These terms forth expectations for Support between the Company and TE's customer support organization, including:

- A. who is authorized to submit issues;
- B. how to submit issues;
- C. what types of issues are supported; and
- D. how and when TE resolves and closes reported issues.

Scope of Support

What is Included

TE shall use commercially reasonable efforts to provide Company with support for the Services consisting of the following:

- A. Phone and email submissions of Incidents (as defined below) submitted by Company Administrators; and
- B. Guidance and troubleshooting regarding usage and connection issues related to the Services.

What is Excluded

TE has no support obligations with respect to issues arising out of or relating to: (i) the Company's equipment, network connections or other infrastructure; (ii) use of the Services by the Company in a manner not consistent with, or in violation of, the Agreement; (iii) modifications to the Services by any party other than TE or its authorized representatives; or (iv) failures or downtime due to any factors beyond TE's reasonable control (and without its fault or negligence) or due to any force majeure event as described in the Agreement; or (v) regularly scheduled maintenance.

Incident Submission

Company is expected to make reasonable efforts to ensure that the Company individuals that contact TE support teams are qualified to support the Company teams internally. To be qualified, these individuals should know the internal systems, tools, policies, and practices in use by the Company, and they should also be proficient users of the Services.

How to Submit Incidents

Company Administrators may report errors or abnormal behavior in the Service ("**Incidents**") via email or by phone. In order to expedite the resolution of Incidents, TE expects that Company will make every attempt possible to:

- A. Provide a full description of the Incident;
- B. If applicable, verify that the Incident is reproducible;
- C. Provide information and assistance reasonably necessary to help TE track, prioritize, reproduce (if applicable), and investigate the Incident;
- D. Categorize Incident issues (general question, defects, enhancement request, etc.);
- E. Provide any applicable log files or console output;
- F. Provide exact wording of all Incident-related error messages;
- G. Describe any special circumstances surrounding the discovery of the Incident, *e.g.*, first occurrence or occurrence after a specific event and Company's business impact of problem; and
- H. Identify any Incident number (if provided by TE) in any ongoing communications with TE with respect to an existing Incident.

CONFIDENTIAL

Priority Levels

TE’s support personnel will assign a priority level (“**Priority Level**”) to each Incident based on the criteria below:

Priority #	Priority Level	Description
1	Urgent	TE’s Services are completely unavailable and inaccessible to the Company
2	High	TE is not operating in accordance with Agreement and performance is severely degraded, causing a material and adverse impact for the Company.
3	Medium	TE is not operating in accordance with the Agreement and performance is somewhat degraded, causing a material and adverse impact for the Company.
4	Low	Requests for assistance or “how to” advice.
5	Low	Request for features or changes to TE that Company would like to record for review. TE will not provide feedback on enhancement requests, and these Incidents are closed once the information has been recorded.

Target Response Times

For purposes hereof, “**Business Hour**” means any hour between 9 a.m. and 6 p.m. EST on any Business Day.

Company Target Response and Workaround or Resolution Times	
Response Time	Priority 1 - 4 Business Hours Priority 2 - 24 Business Hours Priority 3, 4, or 5 - 48 Business Hours
Workaround or Resolution Time	Priority 1 - End of the next Business Day for payment not received Incidents and 12 hours for Service not accessible Priority 2 - 2 Business Days Priority 3 - 3 Business Days Priority 4, 5 - no set resolution time

Target Response and Workaround or Resolution Times	
Response Time	Priority 1 - 8 Business Hours 16 Business Hours for all other Incidents
Workaround or Resolution Time	Priority 1 - End of the next Business Day for payment not received Incidents, 24 hours for Service not accessible No set workaround or resolution time on other priority levels