



DMO LICENSE AND SERVICE AGREEMENT

This Data License and Service Agreement (“Agreement”) is entered into by and between You and VRMarket Data, LLC, d/b/a Key Data, a Colorado limited liability company with an address at 790 N. County Hwy 393 Bldg. 3 Unit B, Santa Rosa Beach, FL 32459 (“Key Data”). “You” or “Customer” means the party listed on the signature page hereto. The person signing on behalf of Customer represents he or she has the authority to agree to this Agreement for Customer. This Agreement is effective as of July 1, 2021 (“Effective Date”). The parties hereby agree and acknowledge:

1. Definitions.

“Authorized Internal Users” shall mean employees, officers, and directors of Customer or independent contractor accountants, attorneys, marketing professionals, research professionals, or other professional consultants or advisors of Customer who have been issued a User ID by Customer and have accepted the Terms & Conditions.

“KD Data Set” shall mean the information, data, and reports compiled, analyzed, calculated, organized, and published by Key Data for a particular geographic area made available through the Key Data Services and licensed to Customer.

“Key Data Data” shall mean the information, data, and reports compiled, analyzed, calculated, organized, and published by Key Data made available through the Key Data Services. Key Data Data specifically includes, but is not limited to, the KD Data Set.

“Key Data Services” shall mean the services and software provided by Key Data for business intelligence, analytics, and benchmarking of key performance indicators and marketing data, including access to and use of Key Data’s website <https://data.keydatadashboard.com/> and any other linked pages, features, content, or application services or mobile applications offered.

“Reporting Parties” shall mean lodging providers that provide raw reservation and guest data to Key Data for use in calculating, aggregating, and compiling the Key Data Data provided as part of Key Data Services.

2. Term. This Agreement begins on the Effective Date and shall continue for a period of thirty-six (36) months (“Initial Term”). This Agreement shall

automatically renew upon the expiration of the Initial Term for successive thirty-six (36) month terms (“Renewal Terms” and, collectively with the Initial Term, “Term”), unless either party terminates the Agreement by written notice at least ninety (90) days before expiration of the then existing Term.

3. Privacy. Key Data respects the privacy of our customers’ information and will follow the terms of our Privacy Policy, as the same may be modified from time to time, as set forth at:

<https://pm.keydatadashboard.com/privacy>

4. Terms and Conditions to Use. The Key Data Services and Key Data Data are owned and operated by Key Data. The Key Data Services and Key Data Data may only be used in accordance with the terms of this Agreement and all the terms and conditions published at <https://keydatadashboard.com/terms/>, as the same may be modified from time to time. (“Terms & Conditions”).

5. License. Key Data hereby grants to Customer, during the Term of this Agreement, a revocable, non-exclusive, non-transferable, non-sublicenseable license to allow its Authorized Internal Users to use and access the KD Data Set identified in Exhibit A and the Key Data Services subject to and in accordance with the terms of this Agreement and our Terms & Conditions. Key Data may revoke the license if Customer or any of its Authorized Internal Users is in breach of this Agreement or the Terms & Conditions. Nothing in this Agreement shall be interpreted to give Customer or any of its Authorized Internal Users any right to access or use any Key Data Data other than the KD Data Set identified on Exhibit A for which Customer has paid.

6. Authorized Internal Users and Users IDs. Key Data will issue Customer unique administrative log-in credentials (“Admin ID”) to gain and control access to the Key Data Services and Key Data Data by its Authorized Internal Users. Using its Admin ID, Customer will issue a unique User ID for each Authorized Internal User it desires to have access to the Key Data Services and Key Data Data after determining such user qualifies as an Authorized Internal User. Customer will: (a) not allow any non-employee of Customer to use its Admin ID; (b) not allow any Authorized Internal User to use another’s User ID; (c) protect the confidentiality of the Admin ID and notify Key Data if the security or integrity of the Admin ID or any User ID has been compromised; (d) remain

responsible for all obligations under this Agreement arising in connection with its Authorized Internal Users' use of the Key Data Service and Key Data Data; and (e) be liable for any act or omission by any of its Authorized Internal Users, which, if performed or omitted by Customer, would be a breach of this Agreement.

7. Limitations on Use of Key Data Data. **Except as specifically permitted in Exhibit B attached hereto, which may be amended from time to time, or as expressly permitted in writing by Key Data, the Key Data Services and Key Data Data may only be accessed, used, downloaded, manipulated, extracted, republished, or distributed for Customer's internal business use by Authorized Internal Users.** Customer's stakeholders, partners, and members, including member lodging partners, are NOT considered Authorized Internal Users. Customer shall be liable for any breach of this Agreement or the Terms & Conditions by its Authorized Internal Users. If Customer republishes any Key Data Data in any form, internally or subject to an additional written agreement with Key Data, Key Data must be clearly and conspicuously identified as the source of such data by means of the following notation: SOURCE: COPYRIGHT KEY DATA, LLC (year). REPLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF KEY DATA IS STRICTLY PROHIBITED. The notation shall appear immediately below or in conjunction with all graphs, charts or tables derived from Key Data Data. Any other use, distribution, or republication of the Key Data Data is strictly prohibited.

8. Financial Terms. Customer will pay the license fees listed in Exhibit A attached hereto in accordance with the policies and schedules stated therein.

9. Billing Information. Customer shall provide Key Data with accurate and complete billing information. Customer acknowledges and agrees that any bank account, credit card, or related billing payment information provided to Key Data will be used by our payment processors and/or credit agencies solely for the purpose of effecting payment to Key Data and servicing your account. Key Data is not responsible for any additional charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Key Data.

10. Termination. If Customer fails to make payments when due under this Agreement, Key Data may terminate this Agreement twenty (20) days after payment was due with written notice to Customer. Key Data may terminate this Agreement immediately with written notice to Customer if Customer or any Authorized Internal User violates the scope of or any restriction on the license under this Agreement, the Terms & Conditions, or Customer's obligations hereunder with respect to Confidential Information.

11. Confidential Information. "Confidential Information" means: (i) information of or relating to Customer or Key Data, that is competitively sensitive material not generally known to the public, including without limitation, information that relates to past, present or future research and development, trade secrets, products and services, pricing, marketing, financial matters, or business affairs, systems, networks, computer equipment and software proprietary to or licensed by a party, including without limitation, object or source code, custom software modifications, software documentation and training aids, and all data, code, techniques, algorithms, methods, logic, architecture, and designs embodied or incorporated therein; (ii) the Key Data Service and Key Data Data; and (iii) the terms and content of this Agreement, including without limitation, pricing. Confidential Information shall not be disclosed to any third parties unless expressly permitted in this Agreement or by written consent of the non-disclosing party. Neither party obtains title to or an ownership interest in the other party's Confidential Information. Confidential Information shall be confidential, irrespective of whether it is expressly designated as confidential. Each party will use the same means to protect Confidential Information as it uses to protect its own confidential information, but in any event no less than reasonable means.

Nothing stated in this Agreement will prevent either party from disclosing the other party's Confidential Information which is: (i) already known by the recipient party without violating an obligation of confidentiality; (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party; (iii) received from a third party not subject to an obligation of confidentiality; (iv) independently developed; (v) approved in writing by the other party for disclosure; or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the party being compelled to disclose notifies the other party within a time period reasonable enough to allow the other Party an opportunity to object to the disclosure. These confidentiality provisions set forth in this agreement shall survive termination of this Agreement.

12. Warranties and Disclaimers. Customer acknowledges the Key Data Data is generated from information received from Reporting Parties and/or via an API from their software providers. Key Data uses its best efforts to insure the information provided to Customer, including the aggregated data therein, is accurate and complete. However, Key Data does not have control over and takes no responsibility for the accuracy and validity of the "raw" data provided by Reporting Parties. Customer also acknowledges the Key Data Services may be temporarily unavailable from time to time due to required maintenance, telecommunications interruptions, data hosting interruptions, or other

disruptions. THE KEY DATA SERVICES AND KEY DATA DATA ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT ANY WARRANTY. ALL WARRANTIES ARE DISCLAIMED EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR RESULT, AND NONINFRINGEMENT. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES OR DATA. KEY DATA DOES NOT WARRANT THE SERVICES OR DATA WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

13. Limitations of Liability. IN NO EVENT WILL KEY DATA BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES OR DATA PROVIDED BY KEY DATA HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR DATA. THE TOTAL LIABILITY, IF ANY, OF KEY DATA IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES AND DATA PROVIDED HEREUNDER, SHALL BE LIMITED TO THE LESSER OF: (A) CUSTOMER'S DIRECT DAMAGES, ACTUALLY INCURRED, OR (B) THE TOTAL FEES PAID BY CUSTOMER TO KEY DATA IN THE MOST RECENT TWELVE (12) MONTH PERIOD.

14. Proprietary Software Restrictions. Customer agrees and acknowledges the Key Data Services and Key Data Data are proprietary to Key Data. Key Data will remain the sole owner of all right, title, and interest in the Key Data Services and Key Data Data. Except as specifically permitted herein Customer will not, in whole or in part, (a) copy the Key Data Services; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the Key Data Services except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the Key Data Services or Key Data Data to third parties; or (d) permit access to the Key Data Services or Key Data Data to anyone other than Authorized Internal Users.

15. Governing Law, Forum Selection, Attorneys Fees, and Waiver of Jury Trial. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws. The United States District Court for the Northern District of Florida, Pensacola Division, and the County and Circuit Courts in and for Walton County, Florida shall have exclusive jurisdiction and be the exclusive venue for any dispute arising out of this Agreement or the course of conduct between the parties. The parties hereby submit to the personal jurisdiction of these Courts. If any legal proceeding is commenced to interpret or enforce this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees and costs, including the fees and costs expended in determining entitlement to and the amount of such fees and costs. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL AS TO ANY CLAIMS A PARTY MAY CLAIM TO HAVE AGAINST THE OTHER WHICH ARISES OUT OF THIS AGREEMENT OR THE COURSE OF DEALINGS BETWEEN THE PARTIES.** Nothing herein is intended to serve as a waiver of sovereign immunity by Customer to which sovereign immunity applies.

16. Miscellaneous. All notices in connection with this Agreement shall be in writing and deemed given when delivered to the email addresses below, or the next business day after deposit for overnight delivery with a nationally recognized overnight carrier, or three (3) business days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address below or such other address as such party last provided to the other by written notice. Each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other. This Agreement and the rights, obligations and licenses herein, shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, permitted assigns, and personal representatives. You shall not assign this Agreement in whole or part without the prior written consent of Key Data. This Agreement contains the entire understanding of the parties regarding the subject matter hereof and supersedes all other agreements and understandings, whether oral or written. This Agreement may not be amended except in a writing signed by both parties, except that Key Data may amend this Agreement by providing written notice to Customer, provided that if such amendment adversely affects Customer under this Agreement, Customer may terminate this Agreement by providing written notice to Key Data within 15 days of the notice of such amendment. Any waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement

or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of and without fault or negligence by, such party or its officers, directors, employees, agents or contractors.

the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, an electronic copy of a party's signature, or an electronic signature of a party shall be sufficient to bind such party.

17. Counterparts and Signatures. This Agreement may be signed in counterparts with the same effect as if

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement as of the date first written below.

CUSTOMER:

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

Address: _____

Billing Contact: _____

Billing Email: _____

VRMarket Data, LLC

By:  _____

Name: Dan Leifeld _____

Title: Business Development Manager

Date: 4/12/2021

Address: 790 N CO HWY 393 #3B, Santa Rosa Beach, FL 32459

Email: daniel@keydatadashboard.com

EXHIBIT A

PAYMENT AND ADDITIONAL TERMS

Customer will pay the following fees on the following terms pursuant to the Data License and Service Agreement:

Implementation and Setup Fees: \$ 1,000 (Due July 1, 2021)
Onboarding service includes training and assistance

Key Data – Scraped data set \$ Included

Key Data Service Annual License and Subscription Fee: \$ 7,500 (Due July 1, 2021)
Access to the Key Data Services and following KD Data Set(s):

Jackson County, NC and all sub-markets

Additional KD Data Set(s) may be purchased at a cost of \$2,500 per county per year. Any additionally purchased KD Data Set(s) are strictly for internal use only and may not be republished or distributed outside of Customer’s organization. Additional KD Data Set(s):

N/A \$ N/A

Payment Terms

The Implementation Fees and Annual License and Subscription Fee shall be charged to Customer immediately upon execution of this Agreement. Access to the Key Data Services and KD Data Set will be provided upon the processing of payment hereunder. Payments will increase by 6% on an annual basis. If Customer fails to pay any charges when due, Key Data may charge interest at 1.5% per month on any outstanding balance.

Co-Marketing: Customer will assist Key Data in marketing its services throughout the term of this Agreement. Marketing efforts include, but are not limited to an email to property managers in the County approved by both parties announcing the partnership, and at least one joint industry webinar with property managers in the Customers market annually.

Customer Initials: _____

Key Data Initials: DS
DL

EXHIBIT B

REPUBLICATION RIGHTS AND RESTRICTIONS

1. **General Restrictions.** Except as specifically permitted in this Exhibit B, the Key Data Services and Key Data Data may only be accessed, used, downloaded, manipulated, extracted, republished, or distributed for Customer’s internal business use by Authorized Internal Users. “Authorized Internal Users” are defined as employees, officers, and directors of Customer or independent contractor accountants, attorneys, marketing professionals, research professionals, or other professional consultants or advisors of Customer who have been issued a User ID by Customer and have accepted the Terms & Conditions. Customer’s stakeholders, partners, and members, including member lodging partners, are NOT considered Authorized Internal Users.

2. **Permitted Exceptions.** During the Term of this Agreement, Customer is specifically authorized to republish the Key Data Data on Customer’s website and in emails and newsletters subject to the following restrictions:
 - a. Published data may include Occupancy, ADR, and RevPar reported by month for the historical 12 months;
 - b. Customer shall update the data each month; old data shall be replaced with new figures for the previously reported twelve months. For example, published data showing performance for the months of October ’17 to October ’18, would be replaced with data showing same figures for the months of November ’17 to November ’18;
 - c. Customer shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website; and
 - d. All forecasts or projections that include or are derived from Key Data Data shall be clearly and conspicuously identified as forecasts or projections of Customer, and not Key Data.

3. **Acknowledgment and Restriction on Downstream Use.**
 - a. Prior to using any Key Data Data in its publications, advertising, or marketing efforts as authorized herein, Customer agrees to provide Key Data with a copy of the proposed publication for approval by Key Data. Copies of all publications, whether they be electronic or hard copy, containing Key Data Data must be emailed to info@keydatadashboard.com. Key Data and Customer further agree that Key Data has the right to amend or change the publication to the extent Key Data believes it is reasonably necessary to comply with the terms and conditions hereof.
 - b. If Customer republishes any Key Data Data in any form, Key Data must be clearly and conspicuously identified as the source of such data by means of the following notation: SOURCE: COPYRIGHT KEY DATA, LLC (year). REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF KEY DATA IS STRICTLY PROHIBITED. The notation shall appear immediately below or in conjunction with all graphs, charts or tables derived from Key Data Data.

Customer Initials: _____

Key Data Initials:  _____

JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY LOCAL GOVERNMENT RIDER

April 21, 2021

THIS LOCAL GOVERNMENT RIDER, (the "LGR") is hereby made and entered into by and between JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY (the "TDA/CLIENT") and the undersigned parties in connection with, and as a material condition of entering into the following instrument(s):

1. **KEY DATA DASHBOARD LICENSE AND SERVICE AGREEMENT (made and entered into April 21, 2021)**

The foregoing instrument(s) together with any and all exhibits, addenda, riders (including this LGR) and/or any other instruments attached to, or incorporated by reference therein, shall be collectively referred to hereinafter as the "Contract".

WITNESSETH:

WHEREAS, TDA/CLIENT is a body politic of the State of North Carolina, subject by operation of law to certain additional rules, regulations, and laws applicable to public and/or governmental bodies including without limitation certain operational and contractual requirements; and

WHEREAS, the risk of financial default under a contract entered into by such a governmental body is substantially lower than the ordinary risk of financial default attributable to private or commercial entities; and

WHEREAS, TDA/CLIENT has established this LGR for the non-exclusive purposes of expediting its contract review and approval process, to document notice of its governmental status, and to protect its citizens and the public at large from illegal or unfair obligations otherwise imposed under certain adhesion contracts; and

WHEREAS, TDA/CLIENT is prohibited by applicable law from executing the foregoing instrument(s) without modification by this LGR, or has otherwise determined it is not in the best interests of its citizens and the public at large to do so without the additional terms and conditions of this LGR being made a part thereof.

NOW THEREFORE, in exchange of the mutual covenants made herein, and for other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, including but not limited to the inducement of TDA/CLIENT to enter into the Contract as modified by this LGR, the parties agree as follows:

PART A: SPECIFIC AMENDMENTS TO CONTRACT PROVISIONS

1. Agreement, Item 2. Term is redacted, deleted, and replaced with the following: "This Agreement begins on the Effective Date and shall continue for a period of thirty-six (36) months. Either party may terminate the Agreement with at least ninety (90) days written notice prior to each twelve (12) month period.

PART B: STANDARD GOVERNMENTAL PROVISIONS:

1. Public Records & Confidentiality: TDA/CLIENT is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Contract, TDA/CLIENT shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by TDA/CLIENT in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws.
2. Limitation on Contractual Authority: Only the TDA/CLIENT Board of Directors, the TDA/CLIENT Executive Director, or another agent specifically designated in writing by either to exercise their respective authority related to the Contract shall be authorized to enter into, modify, or otherwise bind the TDA/CLIENT to the Contract in any way. Any such action shall be taken only by the signed written consent thereof, and no party shall rely upon any verbal communications, or otherwise upon the authority of any other agent of the TDA/CLIENT in lieu thereof. This provision shall apply to prevent any inadvertent or passive modifications to the terms of the Contract through

communications between the parties as may otherwise be allowed by law, including but not limited to any such provisions of the North Carolina Uniform Commercial Code, if applicable.

3. Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered: Payment (partial or otherwise) for any physical goods or materials to be provided to the TDA/CLIENT pursuant to the Contract, shall not be due or owed by the TDA/CLIENT until after actual delivery and acceptance of any such physical items.
4. E-Verify Certification: At all times during performance of the Contract, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes, and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by TDA/CLIENT.
5. Iran Divestment Act Certification: All parties executing this Contract thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, nor shall they utilize any subcontractor in the performance of the Contract that is identified upon said list.
6. Constitutional Limitation on TDA/CLIENT Indemnification: The parties acknowledge and understand that an unlimited indemnification by TDA/CLIENT constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnifications given by TDA/CLIENT to any party under the Contract shall be deemed to be given only to the fullest extent allowed by law.
7. Contingent Funding/Non-Appropriations Clause: Notwithstanding anything to the contrary within the Contract or this LGR, all financial obligations of the TDA/CLIENT under the Contract are dependent upon, and subject to, the continuing allocation of funds by the TDA/CLIENT Board of Directors for such purpose. The Contract shall automatically terminate if such funds cease to be allocated or available for any reason.

PART C: OTHER GENERAL PROVISIONS

Notwithstanding anything within the Contract to the contrary:

1. Conditional Acceptance of Contract: The execution of this LGR by all parties to the Contract shall be a **MATERIAL CONDITION PRECEDENT** to TDA/CLIENT's acceptance of the Contract and to the enforceability of said Contract against TDA/CLIENT by any party thereto.
2. Contract Incorporation & Conflicts: The terms and provisions of the Contract are incorporated into this LGR by reference, provided however, **NOTWITHSTANDING ANY STATEMENT OR PROVISION TO THE CONTRARY THEREIN**, the terms and conditions of this LGR shall be deemed to supersede, control over, and prevail in the event of any conflict with any contrary terms or conditions of the Contract. Except to the extent they are inconsistent with or modified by this LGR, the terms and conditions of the Contract shall remain in full force and effect following the execution of this LGR.
3. Choice of Law and Forum: This Contract is made and entered into in Jackson County, North Carolina and shall be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of this Contract shall be filed in the appropriate court located in the jurisdiction of Jackson County, North Carolina.
4. Construction & Headings: No rule of construction shall apply against any party as the drafter of the Contract which is the result of an arms-length negotiation between the parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only, and shall not be deemed to affect the meaning or interpretation of the Contract terms and conditions.
5. Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.
6. Modification: No modifications of the Contract shall be valid unless reduced to writing signed by all parties hereto.
7. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or

jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.

8. Signature Warranty: Any party executing the Contract as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise of COLORADO, and is qualified to transact the business contemplated herein within the state of North Carolina, and further that any such party executing the Contract on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.
9. Limitation of Scope of TDA/CLIENT Indemnification: If applicable, any indemnification given by TDA/CLIENT shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of TDA/CLIENT's own officers, officials, employees or agents only; and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.
10. Waiver of Consequential/Punitive Damages: Under no circumstances whatsoever, shall any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another party, including court costs, fees, and reasonable attorneys' fees associated therewith shall be recoverable by such a prevailing party.
11. Savings Provision: TDA/CLIENT shall not be held in default of the Contract or otherwise deemed in breach thereof, unless it has failed to cure any condition causing such default within thirty days (30) days written notice thereof by the party alleging such default. If TDA/CLIENT cures such default within such curative period, no breach of the Contract shall be deemed to have occurred.
12. Execution: The Contract may be executed in multiple counterparts in which event each executed copy hereof shall be deemed an original document as between the parties. A facsimile or electronic copy shall have the same force and affect as the original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have set their hands and SEALS, or have otherwise caused this LGR to be duly executed by their respective legal entities, intending to be bound by the terms and conditions of this LGR effective as of the earliest of: (i) any effective date specifically provided for herein if applicable, and otherwise the first date set forth above, or (ii) the effective date of the Contract to which this LGR is attached and modifies.

JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY

Robert Jumper, Chairman (SEAL)

The Contract (as modified by this LGR) _____ (SEAL)
has been pre-audited in the manner required _____ Darlene Fox, Finance Officer
by the Local Government Budget and Fiscal Control Act

VRMarket Data, LLC d/b/a Key Data, a Colorado limited liability company

BY: ^{DocuSigned by:}
Dan Leifeld _____ (SEAL)
Dan Leifeld, Business Development Manager