



ORDER FORM

Partner Name: Jackson County Development Authority

Effective Date: 07 / 20 / 2022

Bandwango Annual Pricing	Price	QTY	Subtotal
Annual Software License - Multi Pass Merchant Onboarding <ul style="list-style-type: none"> ◦ Email & phone outreach ◦ Custom sign-up form ◦ Merchant system setup ◦ Merchant review & training sessions ◦ Ongoing updates and additions System Setup & Optimization <ul style="list-style-type: none"> ◦ Pass creation ◦ Landing page creation ◦ Client training session ◦ Reporting and GTM/GA setup ◦ Financial model Managed Accounting <ul style="list-style-type: none"> ◦ Payment collection & distribution ◦ Unlimited Free Passes Allowances Dedicated Support Plan <ul style="list-style-type: none"> ◦ Dedicated account support provided for you, merchants, and consumers. Email, phone, live chat. 	\$14,500.00	1	\$14,500.00
Included Pass Builds <ul style="list-style-type: none"> ◦ The number of passes we'll build for you per year. 	\$0.00	4	\$0.00
Included Event/Festival Ticketing <ul style="list-style-type: none"> ◦ Free setup and support on your ticketed events. Includes access to iOS scanning application. 	\$0.00	8	\$0.00

Total **\$14,500.00**

Payment Terms: Pay the entire annual fees up-front

Renewal Options: Bandwango Multi Pass Plan **\$14,500**

Optional Bandwango Offerings	Fee
Paid Commissions - 10% Commission fee is assessed on all transactions. Credit card fees are included.(Direct sales through the Partner website(s)).	10%
DXE Connect - Commission fee is assessed for mass market distribution. Includes third-party commission, and credit card processing fees (Third-party distributions and OTA's such as Groupon, Viator, Etc.).	25%
DMX Messaging & Remarketing - Remarket your lists via email and SMS via the Bandwango marketing platform. Per recipient.	<160 Characters \$.01 <300 Characters \$.02 +300 Characters \$.10

This Order Form, including the Standard Terms & Conditions set forth at the provided hyperlink www.bandwango.com/termsandconditions or attached hereto, which are expressly incorporated herein by reference (the "Terms" and collectively with the Order Form, this "Agreement") is made and entered into as of the Effective Date (as defined below) by and between Bandwango, Inc., a Delaware Corporation ("Bandwango") and ("Partner" and together with Bandwango, the "Parties" or "parties" and each a "Party" or "party"). By signing this Order Form, each Party is expressly indicating acceptance of this Order Form and the Terms.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DATE INDICATED BELOW (THE "EFFECTIVE DATE").

BANDWANGO, INC.
 4516 South 700 East
 Suite 350, Murray, UT 84107

Accounting@bandwango.com

Alie Broussard

Signed:
 Name: Alie Broussard
 Title: Sales Operations Coordinator
 Date: 05 / 06 / 2022

Client Signature:
 Name:
 Title:
 Date:

Bandwango Sales Director Contact: Kate Skidmore

Special Notes: Multi Pass Renewal Agreement of \$14,500.

STANDARD TERMS & CONDITIONS

These standard terms and conditions (including any addenda or other attachments, the "Terms"), together with any applicable Order Form, if any (the "Order Form"), constitute a binding agreement (the "Agreement") by and between Bandwango, Inc. ("Bandwango") and the entity or person signing the Order Form or otherwise accessing any Service ("you" or "Partner"). Each party to this Agreement is a "Party" or "party" and together, they are the "Parties" or "parties."

By accessing or using the Services (as defined below), or authorizing or permitting any user to access or use any Services, you are accepting and agreeing to be bound by these Terms, whether in connection with a paid subscription to or trial of any Services. If you are entering into these Terms on behalf of a company, organization or other legal entity (an "Entity"), you are agreeing to these Terms for such Entity and representing to Bandwango that You have the authority to bind such Entity to these Terms, in which case the terms "Partner" and "you" and related capitalized terms herein shall refer to such Entity. If you do not have such authority, or if you do not agree with these Terms, you shall not use any of the Services.

1) Partner's Duties and Responsibilities: Partner will make available to Bandwango, promptly on request by Bandwango, information, assets, and materials necessary for Bandwango to provide the Services (as defined below). Partner will designate a representative to Bandwango to facilitate each party's performance under this Agreement including, but not limited to, acting as a contact for any and all matters and communications concerning the Agreement.

2) License: Subject to the terms hereof, Bandwango hereby grants to Partner a limited, non-exclusive, non-transferable, non-sublicensable license during the Term (the "License") to access and use its Destination Experience Engine software (the "Licensed Program") and associated services (the "Associated Services" and collectively with the Licensed Program, the "Services") solely in connection with the administration and facilitation of Partner's program. The term "Licensed Program" shall also include any updates, modifications, improvements and add-ons of the Licensed Program licensed to Partner by Bandwango. The Licensed Program will be accessed through Bandwango and/or Partner owned website(s). Partner may not assign, transfer, sublicense, sell or otherwise transfer or distribute copies of the Licensed Program to others. Partner may not modify or translate the Licensed Program or the associated documentation ("Documentation") without the prior written consent of Bandwango. Partner may not reverse assemble, decompile, reverse assemble, reverse engineer, reverse compile or otherwise attempt to create the source code from the Licensed Program. Bandwango shall own and retain all right, title, and interest in and to the Licensed Program, the Services, the Documentation and the Aggregate/Anonymized Data (as defined below), including any intellectual property rights in or associated with the foregoing (collectively, "Bandwango IP"). Bandwango reserves all rights with respect to the Bandwango IP other than those expressly granted herein. Partner hereby grants Bandwango non-exclusive, non-transferable, limited license to all Partner trademarks, copyrights, data, copyrighted materials, content and other intellectual property provided by Partner to Bandwango to be incorporated in or used in connection with the Licensed Program ("Partner Content") throughout the term of this Agreement. In addition, Bandwango may advertise that Partner is a customer of Bandwango and use such Partner Content in connection with any Bandwango sales efforts or marketing materials. Partner hereby represents and warrants that the Partner Content does not incorporate or otherwise infringe upon the rights of any person or organization. Partner acknowledges and agrees that Bandwango is not responsible for examining or evaluating content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Partner Content. Bandwango does not warrant or endorse and does not assume and will not have any liability or responsibility to Partner or any other person for any Partner Content. Partner will indemnify, defend and hold harmless Bandwango from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to any breach by Partner of this License or any third party claims resulting from the failure of Partner to perform Services to any customer or otherwise as required by that particular arrangement.

3) Support: During the Term, Bandwango will use commercially reasonable efforts to provide technical support, technical maintenance, correction of technical errors and bugs, consultation, training, and the Services associated with the intended operation of the Licensed Program. Such Services shall include the processing of credit card transactions, facilitating payments for redemptions to participating destination pass attractions, maintaining books and records of all transactions in accordance with Generally Accepted Accounting Principles, and enabling Partner to generate reports on purchasers and redemptions useful to Partner for marketing, pricing and other such purposes. Bandwango shall maintain agreements with all merchants participating in the pass program. If Partner notifies Bandwango of a program error respecting the Licensed Programs, or Bandwango has reason to believe that an error exists in the Licensed Program, Bandwango shall at its expense verify and attempt to correct such error within seven (7) business days after the date of notification. The following implementation services will be provided upon execution of this Agreement: (i) Partner/Venue Activation and Setup, including: account provisioning, payments/pricing setup, product/perk uploading, and deal creation; and (ii) Customized User Experience, including: (1) custom account configuration (users, groups, permissions, preferences, etc.) according to Partner's specific requirements/workflows, (2) setup of backend administration panel, venue redemption portal, (3) a branded customer mobile-friendly checkout website, (4) Branded consumer mobile pass, and (5) Customized On-boarding, including administrator and venue training session(s).

4) Fees; Taxes: Each Bandwango plan ("Pricing Plan") is composed of a combination of Managed Services fees ("Managed Services Fees") and Pass Distributions fees ("Pass"). Managed Services include the setup of digitally distributable passes, hosting, and maintenance of the program(s) during the term. Details of the Pricing Plan Partner is agreeing to are detailed in the Order Form. The Managed Services Fees will be paid up-front in full unless otherwise specified in the Order Form. During the Term, Bandwango will provide onboarding and training for partner and participating merchants, technical support, technical maintenance, correction of technical errors and bugs, consultation, ongoing training,

and the Services associated with the Licensed Programs. The Licensed Program includes paid ("Paid Distribution") and free ("Free Distribution") pass distributions ("Pass") capabilities. A "Free Distribution" means a distribution generated through the Licensed Program that has not cost to the end user or customer. "Paid Distribution" means one Pass created and distributed by the Licensed Program in which transfer of money occurs between the customer and the Licensed Program. All Paid Distributions incur a fee as described in the Order Form "Commissions" which includes live customer and merchant support, credit card processing fees, and other delivery costs. In the event of a refund on a Paid Distribution the Partner or merchant will incur the credit card fee and will not be reimbursed when refunds are processed through the Licensed Program. As approved in advance and in the event that the sum of Bandwango fees and merchant remittance exceeds the sale price of Paid Distributions, Partner will be responsible for the losses incurred and will be billed by Bandwango on a monthly basis, subject to net 30 terms. In certain instances, and as approved by the Partner, distribution may occur outside of the Licensed Program via third-party distributions ("Third Party Distributions"), including, (among others) distribution by Groupon, Living Social, Get Your Guide, and other websites, as well as distribution through tour operators and Online Travel Agencies ("OTAs") such as Expedia or Hotels.com. Third Party Distribution fees are outlined in the Order Form. Paid Distributions including Third Party Distributions, shall be billed at full advertised or transacted price, regardless of any discounts provided through Third Party Distributions. In the event the Partner creates a gamified, rewards, or user award which is processed and/or fulfilled and/or shipped by Bandwango the Partner will be charged a 10% fee, including any applicable taxes and shipping fees. Remittance on returns and/or refunds for paid passes exclude all processing fees charged to Bandwango. Bandwango shall manage all accounting associated with the Licensed Program, including: (1) collection of payments, (2) dispersing payments to merchants, (3) refunds, and (4) management of reporting. Merchants will be paid on a monthly basis, not exceeding 30 days after the end of each month. After any applicable fees outlined in the Order Form and payments have been remitted to merchants, all excess funds shall be dispersed to Partner. Payments to Partner will be made within 30 days. Partner retains the right to upgrade their Pricing Plan at any time during the Term (either by a Change Order Form or amended Order Form) in order to increase the scope of Bandwango Services, provided that Partner shall be responsible for the upgraded Fees beginning at the next billable month, through the conclusion of the Term. Unless otherwise stated, the fees owed to Bandwango hereunder do not include any taxes. Partner is responsible for paying taxes except those assessable against Bandwango measured by its net income. Bandwango will invoice Partner for such Taxes if Bandwango believes it has a legal obligation to do so and Partner agrees to pay such taxes if so invoiced.

5) No Refunds; Unpaid Fees: No refunds or credits for fees or other charges or payments will be provided to Partner upon Partner's termination of its subscription to the Licensed Program and/or Services or cancellation of Partner's account (if applicable) in accordance with this Agreement prior to the end of the then-current Term. Except as expressly set forth below, upon termination of this Agreement for any reason, in addition to any other amounts Partner may owe Bandwango, Partner must immediately pay any then-unpaid fees associated with the remainder of such Term pursuant to all applicable Order Forms. This amount will not be payable by Partner in the event Partner terminates this Agreement as a result of an uncured material breach by Bandwango.

6) Management of Services: In addition to any other rights Bandwango has under this Agreement, Bandwango reserves the right, in Bandwango's sole discretion, to temporarily suspend Partner's access to and use of the Licensed Program or any other Services: (a) during planned downtime for upgrades and maintenance to such Service(s) (of which Bandwango will use commercially reasonable efforts to notify Partner in advance) ("Planned Downtime"); or (b) during any unavailability caused by a force majeure events (as described in Section 18). Bandwango will use commercially reasonable efforts to schedule Planned Downtime for weekends and other off-peak hours. Partner acknowledges that the Bandwango Provider Parties may modify the features and functionality of the applicable Licensed Program and/or Service(s) during the Term. Bandwango shall provide Partner with commercially reasonable advance notice of any deprecation of any material feature or functionality. The "Bandwango Provider Parties" means Bandwango and any of its affiliates, service providers, suppliers, or licensors.

7) Data: Partner represents and warrants that it has all necessary rights, title and permissions for Partner and Bandwango to access, collect, share and use Partner Data as contemplated by this Agreement and that Partner Data does not and will not violate or infringe (a) any intellectual property, publicity, privacy or other rights, (b) any applicable local, state, federal and international laws, rules and regulations, including, without limitation, those related to data privacy and data transfer ("Applicable Laws"), and/or (c) any terms of service, privacy policies or other agreements governing Partner's properties or accounts with any Non-Bandwango Services. Partner shall be fully responsible for any of Partner Data submitted to the Services by any Partner user or accessed by Bandwango through any Non-Bandwango Services on Partner's behalf as if it were submitted by Partner. To the extent Partner Data constitutes Personal Data, the Parties agree that Partner shall be deemed to be the Data Controller and Bandwango shall be deemed to be the Data Processor, as those terms are understood under the Applicable Data Protection Law. Partner acknowledges and agrees that Bandwango may use subprocessors, who may access Partner Data and Usage Data, to provide, secure and improve the Services. In operating the Bandwango Services, Bandwango will maintain commercially reasonable administrative, physical, and technical safeguards ("Safeguards") designed to protect the security, confidentiality, and integrity of Partner Data. These safeguards include encryption of Partner Data in transmission (using SSL or similar technologies). Bandwango is not responsible for any Safeguards relating to Non-Bandwango Services, which Partner may link to through the Services at Partner's election. Bandwango's compliance with the provisions of this Section shall be deemed compliance with all of Bandwango's obligations to protect Partner Data. In addition to any other provision herein, Bandwango may also access or disclose information about Partner or its account or users, including Partner Data and Usage Data, in order to: (a) comply with Applicable Law or respond to lawful requests or legal process, including, without limitation, subpoenas or court orders; (b) protect Bandwango's or its customers' or partners' rights or property, including enforcement of this Agreement or other policies associated with the Services; or (c) act on a good faith belief that such disclosure is necessary to protect personal safety or avoid violation of Applicable Law. During the Term and up to expiration or termination of this Agreement, Bandwango will have the ability to export or download Partner Data. After such expiration or termination, Bandwango will have no obligation to maintain or provide any of Partner Data, and Bandwango will, unless prohibited by law or legal order,

delete Partner Data in Bandwango's Services in accordance with Bandwango's then-current deletion policy. "Partner Data" means all electronic data, text, messages, communications or other materials submitted to and stored within a Service by Partner, Partner's users, or any end-users in connection with Partner's use of such Service. "Personal Data" means any information relating to an identified or identifiable natural person ('data subject') where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person. "Usage Data" means metrics and information regarding Partner's use of the applicable Service(s), including evaluating how Partner users and end-users use the Service(s). "Applicable Data Protection Law" means the laws and regulations of the United States (including the California Consumer Privacy Act (the "CCPA"), the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom (including the General Data Protection Regulation or GDPR and any applicable national laws made under it where Partner is established in the European Economic Area), the Swiss Federal Act of 19 June 1992 on Data Protection and the Brazilian General Data Protection Law (LGPD), all as may be amended or superseded.

8) Data Ownership: As between the parties, Partner retains all right, title and interest in and to the Partner Data and all content contained therein (excluding any Bandwango IP). Partner hereby grants Bandwango a non-exclusive, worldwide, royalty-free right and license to collect, use, copy, store, transmit, modify and create derivative works of the Partner Data solely to the extent necessary to provide the Licensed Program and Services. Partner agrees that Bandwango will have the right to generate Aggregate/Anonymous Data. The parties agree that Aggregate/Anonymous Data is Bandwango IP, which Bandwango may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Bandwango's products and services and to create and distribute reports and other materials). Bandwango will not distribute Aggregate/Anonymous Data in a manner that personally identifies any individual users or end-users. As used in this Agreement, "Aggregate/Anonymous Data" means: (i) data generated by where the item(s) have a retail price of \$0 and does not require payment from the customer, (ii) aggregation of Partner Data with other data so that results are non-personally identifiable with respect to Partner, and (iii) anonymous learnings, logs and data regarding use of the Licensed Program and Services.

9) IP Indemnification: Subject to Partner's compliance with this Agreement, Bandwango will defend Partner from and against any third party claim alleging that Bandwango's Services or any other Bandwango IP infringe a third party's valid U.S. patent, U.S. copyright, or U.S. trademark (an "IP Claim") and will indemnify and hold Partner harmless from and against any damages and costs finally awarded against Partner or agreed in settlement by Bandwango (including reasonable attorneys' fees engaged by Bandwango for such defense) resulting from such third party claim, provided that (a) Partner promptly notifies Bandwango in writing of the threat or notice of such IP Claim (but in any event with sufficient notice for Bandwango to respond without prejudice), (b) Bandwango will have sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim (however, Bandwango shall not settle or compromise any claim that results in liability or admission of any liability by Partner without Partner's prior written consent), and (c) Partner fully cooperates with Bandwango in connection therewith. If use of Bandwango's Services by Partner or its users has become, or in Bandwango's opinion is likely to become, the subject of any such IP Claim, Bandwango may at its option and expense: (a) procure for Partner the right to continue using Bandwango's Services as set forth hereunder; (b) replace or modify Bandwango's Services to make it non-infringing; or (c) if options (a) or (b) are not commercially reasonable or practicable as determined by Bandwango, terminate Partner's subscription to Bandwango's Services and refund to Partner, on a pro-rated basis, any pre-paid fees corresponding to the unused portion of the Term for Bandwango's Services after such termination. Bandwango will have no liability or obligation under this Section 9 with respect to any IP Claim if such claim is caused in whole or in part by (i) unauthorized use of Bandwango's Services; (ii) any action arising as a result of breach by Partner and/or its users or personnel of this Agreement; (iii) or Partner Data not being in compliance with this Agreement; (iv) compliance with designs, data, instructions or specifications provided by Partner; (v) modification of Bandwango's Services by anyone other than Bandwango; or (vi) the combination, operation or use of Bandwango's Services with other hardware or software where Bandwango's Services would not by itself be infringing. This Section states the sole, exclusive and entire liability of the Bandwango Parties to Partner and Partner's sole remedy with respect to an IP Claim in connection with this Agreement.

10) Partner Indemnification: Partner will indemnify, defend and hold harmless the Bandwango Parties from and against any and all claims, allegations, costs, damages, losses, liabilities, settlements and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of, related to or in connection with: (a) Partner Data; (b) use by Partner or its users or end-users in breach or alleged breach of this Agreement; or (c) any allegation that Partner's use of any Services or Partner Data infringes or misappropriates a third party's intellectual property rights. The relevant Bandwango Parties will promptly notify Partner in writing of any such claim (but in any event with sufficient notice for Partner to respond without prejudice) and will reasonably cooperate with Partner, at Partner's expense, in connection with the defense or settlement of such claim. The Bandwango Parties may participate in the defense of any claim by counsel of its own choosing, at its cost and expense, and Subscriber will not settle any claim without Bandwango's prior written consent, unless the settlement fully and unconditionally releases all Bandwango Parties and does not require any Bandwango Party to pay any amount, take any action, or admit any liability. "Bandwango Parties" (each, a "Bandwango Party") means Bandwango and any of its Affiliates, officers, directors, employees, Contractors, agents, service providers, suppliers, licensors and permitted assigns.

11) Ownership; Restrictions: Bandwango or its licensors retain all ownership and intellectual property rights to the Services and Bandwango programs. Bandwango retains all ownership and intellectual property rights to anything developed and delivered under the Agreement. Bandwango shall be entitled, without limitation or restrictions, to use, disclose and employ any of these Services or software on behalf of its other and future clients. Third party technology that may be appropriate or necessary for use with some Bandwango programs is specified in the program documentation or ordering document as applicable. Partner's right to use such third party technology is governed by the terms of the third party technology license Agreement specified by Bandwango. Partner shall not: (1) remove or modify any program markings or any notice of Bandwango's or its licensors' proprietary rights; (2) make the programs or materials resulting from the Services

available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the Services); (3) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting products or services competitive with the Services or Bandwango; (4) disclose results of any Services or program benchmark tests without Bandwango's prior written consent; (5) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or Service bureau use, or otherwise commercially exploit or make the Services, Bandwango programs or materials available, to any third party other than, as expressly permitted under the terms of the Agreement. The rights granted to Partner under this Agreement are also conditioned on the following: (a) except as expressly provided herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and (b) Partner shall make every reasonable effort to prevent unauthorized third parties from accessing the Services. Bandwango acknowledges that all images, designs, plans, training, web sites, reports and other written materials, including electronically stored versions and drafts thereof, are and shall remain the sole and exclusive property of Partner. All such materials shall be provided to Partner upon termination of this Agreement and Partner shall thereafter have the unrestricted right as owner to display and otherwise use all such materials without any royalty, remuneration or credit to Bandwango. Bandwango shall not trademark, copyright or otherwise register in its own name any such materials. Such materials shall not include any Bandwango IP, any services or software that are in existence prior to this Agreement or created outside the scope of this Agreement, or any ideas, methods, processes, skills, or know how, whether in Bandwango's possession prior to or developed by Bandwango during the provisions of Services under this Agreement, all of which is and shall remain the sole and exclusive property of Bandwango.

12) Confidentiality: Each Party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any Applicable Law. "Confidential Information" means all information disclosed by one Party to the other Party which is marked confidential or which a reasonable person would understand to be confidential or proprietary given the nature of the information and circumstances of disclosure. For purposes of this Agreement, Partner Data shall be deemed Confidential Information. Bandwango's Confidential Information shall include, without limitation, any non-public information regarding Bandwango's business, products and services (including, without limitation, the discovery, invention, research, improvement, development, marketing or sale thereof as well as templates, scorecards, modules, coaching cards, rubrics and the like), pricing, financial data, models and information, business and marketing plans, customer information, business opportunities, plans for development of future products, unreleased versions of products, know-how, technology, the Services and the API. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) was already known to the receiving Party at the time of disclosure by the disclosing party without an obligation of confidentiality; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

13) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Delaware, without regard to conflicts of law principles. Any and all actions at law or in equity, not included within the scope of the arbitration provision herein, if any, shall be brought only in a court of competent jurisdiction located in the State of Delaware and each party hereby waives any right to any change of venue.

14) Non-Bandwango Services: Partner and its users decide whether to enable, access or use Non-Bandwango Services. If Partner decides to enable, access or use Non-Bandwango Services, Partner's access and use of such Non-Bandwango Services shall be governed solely by the terms and conditions of such Non-Bandwango Services. Bandwango does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Non-Bandwango Services, including, without limitation, their content or the manner in which they handle, protect, manage or Process data (including Partner Data), or any interaction between Partner and the provider of such Non-Bandwango Services. Bandwango cannot guarantee the continued availability of such Non-Bandwango Service features, and may cease enabling access to them without entitling Partner to any refund, credit or other compensation, if, for example and without limitation, the provider of a Non-Bandwango Service ceases to make the Non-Bandwango Service available for interoperation with the corresponding Service in a manner acceptable to Bandwango. Partner irrevocably waives any claim against Bandwango with respect to such Non-Bandwango Services. Bandwango are not liable for any damage or loss caused or alleged to be caused by or in connection with Partner's enablement, access or use of any such Non-Bandwango Services, or Partner's reliance on the privacy practices, data security processes or other policies of such Non-Bandwango Services. Partner may be required to register for or log into such Non-Bandwango Services on their respective websites. By enabling any Non-Bandwango Services, Partner is expressly permitting Bandwango to disclose Partner's user logins and Partner Data as necessary to facilitate the use or enablement of such Non-Bandwango Services. "Non-Bandwango Services" means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service links to, or which Partner may connect to or enable in conjunction with a Service, including, without limitation, Non-Bandwango Services which may be integrated directly into Partner's account by Partner or at Partner's direction.

15) DISCLAIMER: THE LICENSED PROGRAM AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW,

AND BANDWANGO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PARTNER ACKNOWLEDGES THAT BANDWANGO DOES NOT WARRANT THAT THE LICENSED PROGRAM AND/OR THE SERVICES WILL BE (AS APPLICABLE) UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY PARTNER FROM BANDWANGO OR THROUGH THE LICENSED PROGRAM OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BANDWANGO DISCLAIMS ANY OBLIGATIONS WITH RESPECT TO STORAGE OF PARTNER DATA, INCLUDING, WITHOUT LIMITATION, FOR ANY LOSS OR CORRUPTION OF PARTNER DATA. IN ADDITION, BANDWANGO DISCLAIMS ANY LIABILITY IN CONNECTION WITH (I) PARTNER'S CHOICE TO DOWNGRADE THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOSS OF CONTENT, FEATURES, OR CAPACITY OF SERVICES; AND (II) SUBSCRIBER'S USE OF OR CONNECTION TO ANY NON-BANDWANGO SERVICES.

16) LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL DAMAGES, LOST REVENUES OR PROFITS, COST OF CAPITAL, LOST PRODUCTION OF PRODUCTS, FAILURE TO DELIVER PRODUCTS, LOSS OF OPPORTUNITY FOR BUSINESS WITH THIRD PARTIES, OR PUNITIVE OR EXEMPLARY DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS AGREEMENT, OR THE SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES, EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S FRAUD OR WILLFUL MISCONDUCT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS OR TO ANY BREACHES OF ANY CONFIDENTIALITY OBLIGATIONS SET FORTH HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BANDWANGO'S AGGREGATE LIABILITY TO PARTNER, ANY AFFILIATE, OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR THE SERVICES, SHALL IN NO EVENT EXCEED THE FEES PAID BY PARTNER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. PARTNER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 16 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF BANDWANGO WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. BANDWANGO HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE PARTNER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES IN THIS AGREEMENT. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO SUBSCRIBER AND ITS AFFILIATES AND SHALL NOT BE CUMULATIVE.

17) Suspension: Without limiting any other right, Bandwango reserves the right to restrict functionalities or suspend the Services (or any part thereof), Partner's account or Partner's and/or its users' or any end-users' rights to access and use the Services and remove, disable or quarantine any of Partner Data if (a) Bandwango reasonably believes that Partner or its users or end-users have violated this Agreement; or (b) Bandwango suspects or detects any malicious software connected to Partner's account or use of a Service by Partner or its users or end-users. This right includes the removal or disablement of Partner Data. Unless legally prohibited from doing so, Bandwango will use commercially reasonable efforts to contact Partner directly via email to notify Partner when taking any of the foregoing actions. Bandwango shall not be liable to Partner, its users or end-users, or any other third party for any such modification, suspension or discontinuation of Partner's rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by Partner or its users or end-users may be referred to law enforcement authorities at Bandwango's sole discretion.

18) Force Majeure: Any delays in performance by either party under this Agreement shall be excused to the extent caused by occurrences beyond the control of the parties affected, including but not limited to, decrees of the government, acts of God, strikes, or other concerted acts of workers (provided Bandwango has exhausted all reasonable means, including legal recourse), fires, floods, explosion, riots, war, rebellion, and sabotage, but the foregoing shall not give rise to any claims for damages or be considered a waiver by either party of the obligations of this Agreement. If the Bandwango is delayed by an occurrence beyond its control then the Term may be extended one day for each day delayed by aforementioned act, as determined necessary by Partner.

19) Entire Agreement; Amendment: This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement shall not limit any rights that either party may have under trade secret, copyright, patent or other laws that may be available. This Agreement may not be modified or amended except by a writing that explicitly refers to the amendment of this Agreement and that is signed by authorized representatives of both parties. Notwithstanding the foregoing, the written proposal from Bandwango and discussions held in connection therewith shall be admissible in construing the scope of this Agreement should a dispute arise between the Parties in connection therewith.

20) Dispute Resolution: Claims, Mediation, and Arbitration: Any claim arising out of or related to the Agreement, except those waived as provided for herein, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. Prior to engaging in mediation or arbitration, the parties shall, within ten (10) days of notice of the claim, meet and attempt in good faith to resolve the dispute. If the dispute is not resolved informally, then the parties shall proceed as set forth herein. The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise. Request for mediation shall be led in writing with the other party to the Agreement and with the American Arbitration Association (AAA), unless another mediator is mutually agreed upon. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement

Agreements in any court having jurisdiction thereof. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Arbitration Rules of the AAA currently in effect. The demand for arbitration shall be filed in writing with the other party and with the AAA, unless a different arbitrator is mutually agreed upon. Any arbitrator shall have reasonable experience (but not less than 5 years) in the area of information technology-related agreements and issues, and shall possess sufficient experience in large, complex commercial disputes to serve a useful role as arbitrator with respect to disputes arising under this Agreement. A demand for arbitration shall be made by Bandwango within thirty (30) days of Partner's rejection of a claim, and in other cases within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration may be demanded. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

21) Term; Termination: This Agreement is effective for a term of 12 months beginning upon execution of this Agreement (the "Term"). Thereafter, the Term will automatically be extended for additional 12 month periods unless either party provides written notice of its intent not to renew no less than 30 days prior to expiration of the then-current Term. In the event of a material breach of this Agreement, the non-breaching party shall notify the breaching party both in writing and via email to the appropriate representative, specifying the nature of the breach and the section of this Agreement imposing the breached obligation. If such breach is not remedied in a commercially reasonable time, the non-breaching party may immediately terminate this Agreement upon notice to the breaching party. In addition to such termination, the terminating party shall have all other rights and remedies available at law or in equity. The following provisions shall survive any expiration or termination of this Agreement: Sections 4, 5, 7-13, and 15-26.

22) Assignment: This Agreement, or any right or interest under this Agreement, shall not be assigned, nor shall any work or obligation to be performed under this Agreement be delegated, voluntarily, by operation of law or otherwise, without the parties' prior written consent. Any attempted assignment in contravention of this Section shall be void and ineffective. The terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the permitted respective successors and assigns of the parties hereto.

23) Attorney's Fees: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and costs incurred.

24) Relationship of the Parties: The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Nothing herein shall prevent Bandwango from entering into any further agreements or business relationships, nor prevent Bandwango from conducting similar business with others as long as Bandwango observes its obligations under this Agreement.

25) Export Compliance and Use Restrictions: The Services or components of the Services that Bandwango may provide or make available to Partner and its users may be subject to U.S. export control and economic sanctions laws. Partner agrees to comply with all such laws and regulations as they relate to access to and use of the Services, and such other components by Partner and its users. Partner shall not access or use the Services if Partner are located in any jurisdiction in which the provision of the Services, or other components is prohibited under U.S. or other Applicable Laws (a "Prohibited Jurisdiction") and Partner shall not provide access to the Services to any government, entity, or individual located in any Prohibited Jurisdiction. Partner represents, warrants and covenants that (i) Partner is not named on any U.S. government list of persons or entities prohibited or restricted from receiving U.S. exports, or transacting with any U.S. person, (ii) Partner is not a national of, or a company registered in, any Prohibited Jurisdiction, (iii) Partner shall not permit its users to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions, and (iv) Partner shall comply with all Applicable Laws regarding the transmission of technical data exported from the United States and the country in which Partner and its users are located.

26) Miscellaneous: None of the provisions of this Agreement shall be deemed to have been waived by any act, omission, or acquiescence on the part of a party without a written instrument signed by such party. No waiver by a party of any breach shall be effective unless in writing, and no waiver shall be construed as a waiver of any succeeding breach, whether or not of the same or a different term or condition. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. Headings herein are descriptive only and not to be construed in interpreting the provisions hereof. This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement. The person signing on behalf of each party represents that he or she has the right and power to execute this Agreement.

JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY
LOCAL GOVERNMENT RIDER
July 20, 2022

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

1. **The Standard Terms and Conditions "Terms" and "Order Form" constituting the "AGREEMENT" between the TDA/PARTNER and Bandwango, Inc., together being the "Parties" with an effective date of July 20, 2022)**

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/PARTNER 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/PARTNER 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/PARTNER 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/PARTNER to enter into the Contract as modified by this LGR, the parties agree as follows:

PART A: STANDARD GOVERNMENTAL PROVISIONS:

1. **Public Records, Confidentiality & Trade Secrets:** TDA/PARTNER 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 Agreement, TDA/PARTNER shall not be liable to any party for disclosing the Agreement, 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/PARTNER in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws. The public disclosure of contents provided is governed by Chapter 132 and 66-152 et. Seq. of the North Carolina General Statutes. If any information provided contains Trade Secret information as defined by Chapter 66-152 e. seq. of the NCGS such trade secret information should be specifically and clearly identified by marking each page to be covered "**Trade Secret-Confidential and Proprietary Information**" by submitting documents marked this way, the undersigned party agrees to indemnify and hold harmless the TDA/PARTNER and each of its officers, employees, and agents from any and all costs, damages, and expenses incurred in connection with refusing to disclose any material, which has been designated as a trade secret as described above.

2. Limitation on Contractual Authority: Only the TDA/PARTNER Board of Directors, the TDA/PARTNER 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/PARTNER 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/PARTNER 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/PARTNER pursuant to the Contract, shall not be due or owed by the TDA/PARTNER 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/PARTNER.
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/PARTNER Indemnification: The parties acknowledge and understand that an unlimited indemnification by TDA/PARTNER constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnifications given by TDA/PARTNER 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/PARTNER under the Contract are dependent upon, and subject to, the continuing allocation of funds by the TDA/PARTNER Board of Directors for such purpose. The Contract shall automatically terminate if such funds cease to be allocated or available for any reason.

PART B: 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/PARTNER's acceptance of the Contract and to the enforceability of said Contract against TDA/PARTNER 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 DELAWARE, 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/PARTNER Indemnification: If applicable, any indemnification given by TDA/PARTNER shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of TDA/PARTNER'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/PARTNER 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/PARTNER 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

BANDWANGO, INC., A DELAWARE CORPORATION

BY: Sal Galati _____ (SEAL)
Signature

Printed Name Sal Galati

Title: VP Sales + Marketing
Must be Officer of the Corporation