

JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY
LOCAL GOVERNMENT RIDER
August 15, 2024

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. SIMPLEVIEW CONSULTING AND LICENSING AGREEMENT (made and entered into August 15, 2024)

The foregoing instrument(s) together with any and all exhibits (namely EXHIBIT 1: ADDENDUM TO SERVICES AGREEMENT), 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: 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 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/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 ARIZONA, 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

_____(SEAL)
Daniel Fletcher, Chairman

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

SIMPLEVIEW LLC

_____(SEAL)
BY:



WEB SITE CONSULTING AND LICENSING AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 1st day of August 2024 (the "Effective Date"), by and between Simpleview, LLC with offices at 8950 N. Oracle Road, Tucson, Arizona, 85704 ("Simpleview") and Jackson County Tourism Development Authority, with offices at 98 Cope Creek Rd., Suite D, Sylva, NC 28779 ("Client").

RECITALS

- A. WHEREAS, Simpleview offers certain consulting, development and hosting services and web-based applications for use on the World Wide Web, including the proprietary customer relationship management application ("CRM") and a state-of-the-art website content management system ("CMS");
- B. WHEREAS, Client desires that Simpleview maintain and host the Client website (the "Site") on Simpleview's CMS, and provide certain other services and applications useful in the design, programming, and maintenance of the Site;
- C. WHEREAS, Client desires to engage Simpleview, and Simpleview desires to be engaged by Client, to provide Internet services and products on the terms and subject to the conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth herein, Simpleview and Client (collectively, the "Parties") hereby agree as follows:

1. Simpleview Services

Simpleview agrees to provide Client with services for development and hosting of the Site on the World Wide Web as set forth or described in Exhibit A hereto (the "Web Site Services") and to provide Client with additional services, if any, set forth or described in Exhibit B hereto (the "Additional Services"), which exhibits may be amended from time to time by mutual agreement of the Parties. Obligations of Simpleview, if any, to provide ongoing maintenance tasks for the Web Site shall be set forth and included as part of Additional Services on Exhibit B hereto ("Maintenance") (the Web Site Services and the Additional Services are hereinafter referred to collectively as the "Services"). Client agrees that Simpleview is responsible only for providing the Services specifically set forth in Exhibit A and Exhibit B hereto.

2. Web Site Development and Hosting

2.1 Delivery of Client Content

"Client Content" shall mean any materials provided by Client for incorporation into the Site, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to Simpleview in an electronic file format specified and accessible by Simpleview (e.g., .txt, .jpg) or as otherwise specified in Exhibit A. Any services required to convert or input Client Content not set forth in Exhibit A as Web Site Services shall be charged as Additional Services. Client shall promptly deliver all Client Content to Simpleview as required by Simpleview.

2.2 Work Orders

If Client wishes to implement upgrades or revisions to the Site that differ materially from the Services in Exhibits A and B, Client shall submit to Simpleview a written change order containing (i) such revisions in detail and (ii) a request for a price quote for such change (collectively, the "Change Order"). Simpleview shall promptly evaluate the Change Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with Client's Change Order. Client shall have ten (10) business days from receipt of such proposal to accept or reject Simpleview's proposal in writing. If Client accepts Simpleview's proposal to undertake the

work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by Simpleview's proposal, shall amend and become a part of Exhibit A and Exhibit C hereto (Fee Schedule). Routine updates and "fixes" shall be performed according to the Fee Schedule in Exhibit C.

2.3 Hosting

Unless otherwise indicated in the Exhibits hereto, the Site shall be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week following launch of the Site, except for scheduled maintenance and required repairs, and except for any loss or interruption due to causes beyond the control of Simpleview. Client's exclusive remedy for any unscheduled downtime exceeding twenty-four hours shall be a prorated credit towards future hosting services. Simpleview shall provide client with a system and the necessary software to allow Client to transmit revisions, updates, deletions, enhancements or modifications (the "Updates") to the Site. Simpleview shall incorporate Updates according to a written schedule and security policies agreed upon by the Parties.

3. Service Fees

Client shall pay the fees set forth in the Fee Schedule in Exhibit C hereto. Simpleview expressly reserves the right to change the rates charged hereunder for the Services during any Renewal Term. Client shall pay, or promptly reimburse Simpleview for, any out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by Simpleview in connection with the performance of the Services, provided however, that the travel and related expenses shall be approved in advance by an officer of Client's company. Client shall pay to Simpleview all fees within thirty (30) days of the date of the applicable Simpleview invoice. Implementation of certain applications may require two or three days of onsite training.

4. Proprietary Rights

4.1 Proprietary Rights of Client

Client Content, Work Product, Client Data and User Information shall remain the sole and exclusive property of Client subject to section 4.2 of this Agreement. Nothing in this Agreement shall be construed to grant Simpleview any ownership right in the Client Content, Work Product, Client Data or User Information. Subject to section 5.1 of this Agreement, to the extent, if any, that ownership of Client Content, Work Product, Client Data and User Information does not automatically vest in Client by virtue of this Agreement or otherwise, Simpleview hereby transfers and assigns to Client all rights, title and interest which Simpleview may have in and to Client Content, Work Product, Client Data and User Information.

"Client Content" includes, without limitation, all copyrights, domain names, designs, images, text, trademarks, patents, trade secrets, and any other proprietary rights.

"Work Product" means all elements of the Site and documentation prepared specifically for Client by Simpleview in accordance with the terms of this Agreement including but not limited to HTML files, XML files, graphics files, animation files, data files, scripts and programs, in object code, source code or other programming code.

"Client Data" means all data and information about Client's businesses, customers (current, former or prospective), employees, operations, facilities, products, markets, assets or finances that Simpleview obtains, creates, generates, collects or processes in connection with this Agreement, and all intellectual property rights in that data and information.

"User Information" means all information about users, and Client members and personnel and Internet browsers (whether or not users), that Client provides to Simpleview hereunder, or that Simpleview otherwise collects, compiles, creates or stores in connection with this Agreement and, including without limitation (i) name, address, email address,

password information, account numbers, financial information, demographic data, marketing data, credit data, any other identification data; (ii) any other user data submitted in the course of the access or use of Simpleview Products; and (iii) any information about an identifiable individual that constitutes "personal information" under applicable law.

On Client's written request or upon termination of this Agreement for any reason, Simpleview will promptly provide Client or their vendor(s) backups of Client Content, Work Product, Client Data and User Information such that Client and/or their vendor(s) can use the backups to migrate to different CRM or CMS platforms.

4.2 Proprietary Rights of Simpleview

Subject to Client's ownership interest in Client Content, Work Product, Client Data and User Information, all materials related to CRM or CMS, programming code and materials previously developed by Simpleview, and any trade secrets, know-how, methodologies and processes related to Simpleview's products and services, shall remain the sole and exclusive property of Simpleview or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Simpleview Materials"). Subject to section 5.2 of this Agreement, to the extent, if any, that ownership of the Simpleview Materials does not automatically vest in Simpleview by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Simpleview all rights, title and interest which Client may have in and to the Simpleview Materials. Client acknowledges and agrees that Simpleview is in the business of designing and hosting Web sites, that they offer a licensed CRM and CMS product, and that Simpleview shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any Simpleview Materials in providing such services.

4.3 Simpleview Notices

Unless otherwise agreed to in writing by the Parties, Simpleview shall have the right to place proprietary notices of Simpleview and its suppliers (including hypertext links related thereto) on the Simpleview Materials and on the Site, including developer attribution and hypertext links to Simpleview's web site, and to change or update such notices from time to time upon notice to Client. In no event may client remove or alter any Simpleview proprietary notice from the Simpleview Materials or the Site without Simpleview's prior written consent. Simpleview may use the name of and identify Client as a Simpleview client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

5. License

5.1 Grant of License - Client

Client hereby grants to Simpleview a non-exclusive, worldwide, royalty free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content and Work Product as necessary to render the Services to Client under this Agreement. Simpleview shall not, without first obtaining permission from Client, edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Data and User Information except as necessary to render the Services to Client under this Agreement.

5.2 Grant of License - Simpleview

Simpleview hereby grants to Client a non-exclusive nontransferable worldwide irrevocable royalty free license to make use of Simpleview Materials that are incorporated in the Site and that are required for the operation of the Site. Client cannot use the Simpleview Materials for any other purpose, including selling, copying or transferring any portions

to third parties, or providing Web site development or hosting services for others. Simpleview hereby reserves for itself all rights in and to the Simpleview Materials not expressly granted to Client in the immediately foregoing sentence.

6. Warranties

6.1 Simpleview Warranties

Simpleview warrants: (i) that Simpleview has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Simpleview shall perform the Services in a professional and workmanlike manner; (iii) that nothing in the Simpleview Material infringes or violates any right of any third party; and (iv) that Simpleview will take reasonable measures to protect the Site from viruses, trojans, worms, or other malicious code and will take at least those measures that it takes to protect its own computer systems, but in no case less than reasonable care.

6.2 Client Warranties

Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party Web Site; and (b) that the materials provided to Simpleview, including, without limitation, Client Content, descriptive claims, warranties, guarantees, nature of business, are true and accurate; and (c) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the Content Management Systems application.

7. Indemnification

7.1 Indemnification by Client

Client agrees to indemnify, defend, and hold harmless Simpleview, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Client's representations, warranties, or agreements hereunder; (ii) arises out of the gross negligence or willful misconduct of Client; or (iii) any of the Client Content to be provided by Client hereunder infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

7.2 Indemnification by Simpleview

Simpleview agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Simpleview's representations, warranties, or agreements hereunder; or (ii) arises out of the gross negligence or willful misconduct of Simpleview; or (iii) any of the Simpleview Materials to be provided by Simpleview hereunder infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

8. Warranty Disclaimer and Limitation of Liability

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6, Simpleview MAKES NO WARRANTIES HEREUNDER, AND Simpleview EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE TOTAL LIABILITY OF Simpleview HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE SOLE DISCRETION OF Simpleview, TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNT'S PAID TO Simpleview

FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL Simpleview BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF Simpleview HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF Simpleview TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO Simpleview BY CLIENT UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, EXCEPT FOR LIABILITIES RELATED TO INFRINGEMENT ON THIRD PARTY RIGHTS DUE TO NEGLIGENCE ON THE PART OF Simpleview, IN WHICH CASE NO LIMITATION ON LIABILITY SHALL EXIST.

9. Term and Termination

The Initial Term of the Agreement shall begin on the Effective Date of the Agreement and end on October 31, 2027. This Agreement shall automatically renew for additional periods equal to three (3) years unless either Party gives the other written notice at least 60 days prior to the end of the expiring term. Simpleview shall have the right to change pricing upon each renewal at its discretion, with written notice at least 60 days prior to the end of an expiring term, at up to a plus five percent (+5%) per annum growth rate from the effective date of the expiring term.

In the event Client chooses not to automatically renew but does not terminate service, this Agreement will continue on a month-to-month basis, at a plus ten percent (+10%) per annum growth rate from the effective date of the expiring term, billed monthly for up to six months, at which time services will cease.

Either party may terminate this Agreement if the other party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within thirty (30) days of receipt of notice.

10. Confidentiality

Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

If either party or its respective directors, officers, employees, consultants or agents is requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. If such a protective order is not obtained, the party required to make such disclosure shall disclose only that portion of that Confidential Information that such party's counsel advises is legally required to be disclosed.

11. Limit on Statute of Limitations

Notwithstanding any other provision of this Agreement or of applicable law, neither party shall be permitted to bring a cause of action for breach, or otherwise arising out of this Agreement more than two years after the party seeking to bring the action discovered or should have discovered the facts forming the basis for the cause of action.

12. Miscellaneous

12.1 Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between Client and Simpleview with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

12.2 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Arizona.

12.3 Independent Contractors

The Parties agree that Simpleview and its personnel, in performance of this Agreement, are acting as independent contractors and that this Agreement shall not create any agency between the Parties.

12.4 Arbitration

Any claim, controversy or dispute among the parties to this Agreement will be resolved by binding arbitration, following the Rules and Procedures of the American Arbitration Association, by a mutually acceptable arbitration organization in Tucson, AZ. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. The prevailing party shall be awarded all its costs, including but not limited to any filing fees, the fees of the arbitrator, reasonable attorneys' fees, travel expenses, and/or any other costs incurred relating to the dispute.

12.5 Force Majeure

Neither party shall be liable for delays or failure in performance thereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

12.6 Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

12.7 Severability

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

12.8 Survival

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

12.9 Taxes

All payments due under this Agreement are exclusive of taxes. Client agrees to bear and be responsible for the payment of all such taxes (except for taxes on Simpleview's net income or capital), including, without limitation, all sales, use, rental receipt, personal property, royalty, value added or other taxes which may be levied or assessed in connection with this Agreement.

12.10 Data

Notwithstanding anything to the contrary contained in previous Agreements, Aggregated Data shall be a defined term and Client accepts as acknowledgment that Simpleview collects, logs, and aggregates data derived from Client's usage as part of the normal operation of the products and services ("Aggregated Data"). Aggregated Data is anonymized and as such is not considered customer data. Simpleview shall own sole rights to use of the Aggregated Data for any business purpose during or after the term of the Agreements, subject to compliance with applicable data protection and privacy law.

12.11 Accessibility

While Simpleview will encourage and support clients in their efforts to meet guidelines, website accessibility implementation completed by Simpleview does not cover accessibility issues introduced by third party scripts or forms, and client generated content. Simpleview provides no warranties or indemnities on website accessibility and recommends review of any implementation with appropriate legal representatives.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.

Authorized Signature

Simpleview, LLC

8950 N. Oracle Road
Tucson, AZ 85704

Authorized Signature

Jackson County Tourism Development
Authority
98 Cope Creek Rd., Suite D
Sylva, NA 28779

By:_____ Date:_____

Head of Contracts & Procurement

By:_____ Date:_____

Exhibits

- A – Simpleview Services
- B – Additional Services
- C– Fee Schedule

EXHIBIT A
WEBSITE SERVICES

Website Design Services - Signature Tier	One-Time Cost	Annual Licensing Fee
Sitemap Research, Consultation, Findings Report & Presentation, Content Roadmap/Content Needs Plan and Advanced Sitemap Preparation and Implementation	\$6,000	-
Mobile-First Design Strategy, Usability & Design Development	\$25,000	-
Strategic Planning & Ideation	Included	-
Discovery Session	Included	-
Research & Findings Presentation	Included	-
Digital Design System	Included	-
High Fidelity Prototypes	Included	-
Interaction Design & Development	Included	-
CMS Development Assets	Included	-
Custom Interactive Thematic Jackson County Towns Homepage Map	\$10,000	-
Existing Website Content Collection & Data Migration and New Website Page Creation	\$4,000	-
SEO Site Transition Program (301 redirects, Google Analytics, Tag Manager & Search Console configuration & implementation, XML Sitemap Implementation, etc.)	\$4,500	-
Website Development Core Engagement		
Simpleview CMS Content Management System	-	Included
Homepage Slideshow & Interior Header Management	-	Included
Image & Video Display via Vimeo Pro (Recommended) & YouTube	-	Included
Ongoing CMS Platform Point Updates and Version Upgrades	-	Included
Media Asset Management Library (Images, Videos, Documents & Includes Toast UI Image Editing Integration)	-	Included
Metatag Management	-	Included
Redirect Module	-	Included
Articles Module	-	Included
RSS Feeds	-	Included
Microsite Management via Template Generator	-	Included
Landing Pages, Vanity URLs	-	Included
Site Search via SOLR	-	Included
User Permissioning Content Ownership Extension	-	Included
Hosting and Sitewide SSL Certificate	-	Included
Verizon Edgecast CDN (Content Delivery Network)	-	Included
Code Editor (CSS, Template & Javascript Code Overwrite Capabilities)	-	Included
Responsive GEO Triggers (Listings, Coupons, Events)	-	Included
App Smart Banner	-	Included
In-Page Social Sharing	-	Included
Schema.org and Open Graph Tagging Capabilities	-	Included
Cookie / Privacy Policy Consent Banner	-	Included
Quality Assurance Testing	-	Included
Website Build Project Management & Staff Training	-	Included
Access to Client Portal (Ticketing System, Documentation, Webinars, User Forum)	-	Included
Additional CMS Modules & Integrations		

Member/Partner Business Listings/Directories with Advanced Filtering and Listing Detail/Landing Pages	-	Included
Calendar of Events Directory with Advanced Filtering and Event Detail Pages	-	Included
Google Maps Integration (listings & events)	-	Included
Form Builder	-	Included
Blog Module	-	Included
Trails & Waterfalls Widget	\$2,000	Included
Announcements Module (Crisis/Emergency Banner, Weather/Traffic Alerts, Promotions)	-	Included
accessiBe, CrowdRiff and ChatBot Embed Integrations (assumes client has separate active subscriptions for each of these solutions)	\$500	Included
Weather Feed Integration	-	Included
Stories Video Slider Widget	-	Included
Yelp Integration (business listings)	-	\$2,100
Website Database		
Simpleview CRM Base-Level Licensing	-	Included
Member/Partner (Local Businesses, e.g. hotels, restaurants, attractions) Accounts, Contacts, Listings and Leisure Events Database	-	Included
Member/Partner Extranet/Online Portal	-	Included
Consumer/Visitor Inquiries Database	-	Included
Totals	\$52,000	\$25,700

Our hourly fee for change requests and training is \$150 per hour. Upon launch of the live site, Client will have thirty (30) days to review the site and provide a written change list to Simpleview for minor modifications within the scope of the original proposal. Any change requests or training requested after the 30-day period will be billed in quarter hour increments on a monthly basis.

Objective

Book > Direct powered by Simpleview is the official Referral Engine of the Simpleview tech stack. When embedded into a destination website, the white-labeled Book > Direct search widget enables visitors to enter their travel dates and search for any or all of the following:

- Lodging
- Vacation Rentals

This work order is for the execution of any of the following options on a Simpleview powered website.

Options

Book > Direct Core includes typical hotel Lodging as well as Vacation Rentals in your destination. We will work with you to set up your desired referral options.

	<p>Lodging: From all major corporate chains down to unique reservation engines, we connect to over 300 internet booking engines ... and growing.</p>		<p>Vacation Rentals: Book > Direct is connected to multiple long term rental systems which means that you have the option to incorporate long term rental inventory into your booking referral solution.</p>
--	---	--	--

Book > Direct Core will allow you to take advantage of these key benefits across your referrals.

- Live rate and availability content ranging from major properties or attractions to quaint, independent suppliers
- No commissions or fees
- No inventory management
- Access to real-time data
- Reporting provided for engagement and performance

Out of Scope

Out of scope items in this work order will be dealt with on a time and materials basis subject to prior written approval from both parties. A change order or addendum may be required which will also change the delivery date. *For the avoidance of doubt, items not listed in this work order are outside of scope.*

Timeline

The approximate implementation time for this project is determined at the time of receiving all necessary approved and finalized items to begin development work. The timeline is heavily reliant on completion of project milestones by the client. Any delay by the client that affects these milestones may result in a longer implementation time.

Cost Summary

Book > Direct Set Up	One-time Cost	Annual Licensing
Results Page UI Build	\$1,500	-
Connection Fee (\$15 x 88 partners)	\$1,320	-
Date Selector Widgets	Two (2) Included	-
Modules: Lodging & Vacation Rentals	Included	-
Filter & Category Setup	Included	-
Book > Direct Annual	One-time Cost	Annual Licensing
Book > Direct (Tier 1)	-	\$9,000
Access to the Book > Direct Admin	-	Included
Google Analytics Integration	-	Included
API Access and Mapping	-	Included
Partner Data Updates	-	Included
Simpleview Integrations	-	Included
Reporting Engine	-	Included
Design Updates	-	Included
TOTAL (in USD)	\$2,820	\$9,000

The above implementation costs reflect one-time fees and recurring costs reflect an annual licensing fee. The Initial Term of this agreement is from the date of signature through October 31, 2027. This work order will renew at the end of the defined term for another twelve (36) months unless written notice is provided to Simpleview no later than 60-days prior to the effective end date.

All styling and placement of this content must be in agreement with the rules specified by the providing company, which means your display is subject to change.

*Google Analytics integration may require additional configuration via a Book > Direct support ticket. Advanced integration may require additional one-time cost for setup

This development work applies to:

- Existing client site.

Book › Direct Terms & Conditions

1. Simpleview, LLC (SIMPLEVIEW) provides the *Lodging and Vacation Rental* Modules (BOOK › DIRECT) that generate qualified referrals to partners.
2. *Jackson County Tourism Development Authority* (HOST) maintains a consumer website, www.discoverjacksonnc.com, mobile website and Facebook Page (HOST WEBSITE). HOST assigns the following as the technical contact responsible for implementing BOOK › DIRECT on HOST WEBSITE:

Name: _____ Phone: _____ Email: _____
(Technical Contact)

3. HOST agrees to embed BOOK › DIRECT into HOST WEBSITE under the following Terms & Conditions as part of this Agreement (AGREEMENT):
 - a. SIMPLEVIEW shall brand/design the BOOK › DIRECT search widget and results page template to match HOST WEBSITE.
 - b. HOST shall embed BOOK › DIRECT on HOST WEBSITE's home page(s), accommodation page(s), and any other page(s) agreed upon by SIMPLEVIEW and HOST.
 - c. SIMPLEVIEW shall receive design approval from HOST before providing code for HOST to embed BOOK › DIRECT on HOST WEBSITE.
 - d. With the exception of pricing and availability, HOST shall be responsible for providing initial lodging and attractions/events databases to SIMPLEVIEW to facilitate set up, and subsequently relevant data (e.g. images, descriptive copy) for any updates to lodging and attractions/events listings that are necessary on behalf of participating operators.
 - e. SIMPLEVIEW can provide HOST access to its pricing and availability API so that HOST can embed pricing availability into its directory and other web pages where appropriate (optional). HOST shall only be allowed to use data from the SIMPLEVIEW API in conjunction with embedding the BOOK › DIRECT search widget that redirects to the BOOK › DIRECT search results page.
 - f. SIMPLEVIEW shall provide HOST with access to online reports that summarize the number of searches and referrals from visitors utilizing the BOOK › DIRECT on HOST WEBSITE.
 - g. HOST shall be responsible for notifying SIMPLEVIEW if a travel service provider that is listed on the BOOK › DIRECT results page on the HOST WEBSITE has any change in its information including, but not limited to: a change in brand, text descriptions, name, amenities, reservation engine provider, or business status.
 - h. SIMPLEVIEW shall own the data collected from the HOST WEBSITE specific to SIMPLEVIEW, which is gathered for reports.
 - i. HOST shall refrain from entering into any additional agreements, and/or setting up any other services that would compete with SIMPLEVIEW.
 - j. This AGREEMENT gives HOST license to use BOOK › DIRECT on the website(s) listed in Section 2a above. This license excludes use of BOOK › DIRECT by HOST on websites not listed in Section 2a.
 - k. If, in the future, HOST redesigns HOST WEBSITE and would like SIMPLEVIEW to redesign the BOOKDIRECT search widget and results pages to match the new, redesigned HOST WEBSITE, or if HOST would like SIMPLEVIEW to redesign their search widget in the future on existing HOST site, HOST will pay a one-time design fee of \$1,500.
 - l. HOST shall maintain confidentiality for a period of five (5) years from the date of disclosure of any formulae, techniques, computer programs, devices, methods, know-how and/or business data relating to the SIMPLEVIEW software.
 - m. The initial term of the AGREEMENT shall be from the date the AGREEMENT is signed through October 31, 2027, and shall automatically renew for additional terms (each an "Extension Term") of three (3) year on the first day of the annual renewal date month unless terminated by either party upon written notice given not later than sixty (60) days prior to the end of the initial or any Extension Term.
 - n. Either party shall have the right to terminate the AGREEMENT if the other party breaches or fails to perform any of its material obligations hereunder which breach or failure has not been cured within thirty (30) days after receipt of written notice of such breach from the non-breaching party.
 - o. Simpleview will increase the pricing of the renewed Book › Direct product during each subsequent renewal term by a five percent (+5%) per annum growth rate from the effective date of the expiring term, unless Simpleview provides notice of different pricing at its discretion at least 60 days prior to the end of the expiring term.
 - p. Disclaimer of Warranty: Except as otherwise specifically set forth herein, SIMPLEVIEW makes non-representation or warranty, express or implied, concerning the BOOK › DIRECT or the software, including all implied warranties of merchantability fitness for any particular purpose, title and non-infringement. All other warranties being expressly disclaimed by SIMPLEVIEW and waived by HOST.

- q. BOOK › DIRECT may contain links that allow the public to access third-party websites that are not under the control of SIMPVIEW (i.e. lodging property websites). These third-party links are only provided as a convenience and SIMPVIEW does not endorse any of these sites. Access and use of such websites are at HOST'S risk. SIMPVIEW assumes no responsibility or liability for any access or use thereof or of any material that may be accessed on third-party websites reached through the BOOK › DIRECT, nor does SIMPVIEW make any representation regarding the quality of any product or service contained at any third-party website or the security of any such website.
- r. This agreement gives HOST license to use the BOOK › DIRECT on the website(s) listed in Section 2 above. This license excludes use of the BOOK › DIRECT by HOST on websites not listed in Section 2, and/or any other online distribution method other than the websites listed in Section 2. License for excluded uses can be obtained from SIMPVIEW as an addendum to this AGREEMENT.

Search Engine Optimization - Pro

Working Together

Simpleview will collaborate with your team in an open and transparent environment. With marketing collateral, content calendars, and a marketing plan provided by your team, Simpleview will begin to build an on-going SEO strategy that will adapt and evolve over time. By taking a proactive approach, we can help limit last-minute requests and scrambles and achieve the best possible KPI results. Our goal is to stay at least a quarter ahead within six months to a year of the initial kick-off to ensure optimal success.

Ongoing Activities

Website marketing is a continuous process. Our goal is to refine and evolve your site — building on strengths and correcting weaknesses to improve your traffic quality and volume, increase bookings, build your databases, and achieve other goals.

To provide detailed information on visitors and their behaviors, our website analytics service begins with correctly installing Google Analytics throughout your site (if not already done). We regularly review inbound search terms, study traffic patterns, and analyze engagement statistics to recommend website refinements. As part of Simpleview SEO, CRO, and content services, we not only recommend content but also write and develop it. We track conversations to ensure visitors are taking action and finding what they need.

Our organic optimization activities are customized to meet the specific needs of your company and may include website reporting and monitoring, competitive analysis, campaign-focused research and analysis, audits, meta-tagging, redirects, tracking initiatives, and more. You can find more information about our offerings in our tier sheet, and as always, feel free to ask your account team for full details.

SEO - PRO	
Named Resources	
SEO Analyst	Quarterly
Setup	
Audit and Correct Technical Barriers	First Month of Engagement
Reporting Template Creation	✓
Google Analytics Implementation - Initial	✓
Google Tag Manager Implementation and Setup - Initial	✓
Tag Installation	Only SEO-Related Tags
Technical	
Technical Audit	Annual
Redirects as Needed	✓
Ongoing Monitoring (Site Health Checks)	✓
On-Page Optimization	Up to 10 Pages Quarterly
Identify and Correct Crawl Errors	Up to 25 Quarterly
Spell-Check Scan and Correction	Up to 25 Quarterly
Broken Link Scan and Correction	Up to 25 Quarterly
Ongoing Google Analytics Updates as Needed	Not Included
SEO Support Hours Included for Widgets and Dev Work	Not Included
Canonical Tag Implementation	Not Included
Content Strategy	
Digital Marketing Strategy Session (access to a digital strategist)	Not Included
Content Planning Consultation -- Meta Tag Optimization -- Duplicate Content Check -- Enhanced Structured Data (Schema)	✓
Campaign-Focused Keyword Research & Analysis	Quarterly
Competitive Analysis Report	Not Included
CRO	Up to 1 Quarterly
CRO Design Work	✓
Content Creation	
Up to 1000 Word Content (1 Image Included)	Not Included
Two (2) 500 Word Content (2 Images Included)	Monthly
Reporting	
Standard Reporting	Quarterly
Year-End Summary Report	Not Included
Enhanced Monthly Analytics Reporting	Not Included
Pricing	
Set-up Fee (One-Time)	\$3,000.00
Monthly Fee	\$2,083.33

Service Fees

Search Engine Optimization's set-up fee is \$3,000, and the monthly fee is \$2,083.33. The initial monthly invoice will be sent on the first of the month after the launch of the live Site. This statement of work will be renewed at the end of the defined term for thirty-six (36) months unless written notice is provided to Simpleview no later than 60-days prior to the effective end date. Simpleview reserves the right to raise rates by a five (5) percent annualized rate for each renewal term.

*Additional development and design, including the cost of creative resources (banner creation, video production, Flash programming, etc), which are not designated in the scope of work will be billed at our normal billable rate of \$150 per hour plus 15% project management fee if necessary.

EXHIBIT B

ADDITIONAL SERVICES

No additional services related to CMS as of the Effective Date of Agreement

EXHIBIT C
FEE SCHEDULE

PAYMENT SCHEDULE	
Initial Portion of One-Time Fees Invoiced on Effective Date of Agreement, and Due in Thirty Days of Creation.	\$28,910.00
Final Portion of One-Time Fees Invoiced on November 1, 2024, and Due in Thirty Days of Creation.	\$28,910.00
Initial Annual CMS and Book>Direct Licensing Fees Invoiced on November 1, 2024, and Due in Thirty Days	\$34,700.00
CMS and Book>Direct Licensing Fees Invoiced on Each Subsequent November 1st for Duration of Agreement. Each Respective Invoice is Due in Thirty Days of Creation.	\$34,700.00 per Year
Initial Monthly Search Engine Optimization Fees Invoiced on the First of the Month After Launch of the Live Site, and Due in Thirty Days of Creation.	\$2,083.33
Monthly Search Engine Optimization Fees Invoiced on the First of Each Subsequent Month for Duration of Agreement.	\$2,083.33 per Month