

DATA AGREEMENT

This Data Agreement (the "Agreement" or "Data Agreement") states the terms and conditions that govern the contractual agreement between AirDNA, LLC having its principal place of business at 1523 15th St, Suite 200, Denver, CO 80202 (the "Data Provider"), and Jackson County TDA (the "Client") who agrees to be bound by this Agreement.

WHEREAS, the Data Provider offers data services in the field of vacation rentals analytics; and
WHEREAS, the Client desires to retain the services of the Data Provider to render data services laid out below according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Data Provider and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. **TERM.** This Agreement shall begin immediately and continue for a minimum period of 12 months. Following the initial 12-month period, this agreement will continue on a month-to-month basis unless cancelled by client or provider with minimum 30 days notice.
2. **DATA SERVICES.** The Data Provider agrees that it shall provide its data to the Client for data analytics (the "Data Services"), specifically the following; and the Client reserves the right to select further add-on data services for an additional fee at any time.
 - MarketMinder Dashboard License:
 - Cashiers
 - Cullowhee
 - Dillsboro
 - Sylva
 - Tuckasegee
 - Whittier
3. **COMPENSATION.** The Client agrees to pay \$120 per month, \$1,440 annually.
4. **DELIVERY.** The Data Provider will provide the monthly data services via Google Drive.
5. **INTELLECTUAL PROPERTY RIGHTS.** The Parties acknowledge and agree that the Data Provider retains intellectual property rights over the raw data transferred. The Client also agrees to AirDNA's Terms of Service as detailed here: <https://www.airdna.co/terms>.
6. **USES.** The Client agrees that the data provided is Restricted to uses for statistical and research purposes by internal employees of Jackson County TDA. The Client will not publish or share the raw data with any third parties without the written consent of the Data Provider.
7. **DISCLAIMER.** The Client undertakes to understand the methodology behind the data gathering and as such, the Data Provider holds no liability as to the accuracy of the information. The Client understands that the information is gathered based on reasonable assumptions and the Client holds that the information is a directional estimation.
8. **NO MODIFICATION UNLESS IN WRITING.** No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
9. **APPLICABLE LAW.** This Data Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Colorado and subject to the exclusive jurisdiction of the federal and state courts located therein.

IN WITNESS WHEREOF, each of the Parties has executed this Data Agreement, both Parties by its duly authorized officer, as of the day and year set forth below

AirDNA, LLC


Kellen Kruse
Director of Business Development
Date: July 31, 2019

Jackson County TDA

Ann Self
JCTDA Board Chair
Date: July 31, 2019