



ZARTICO

EXHIBIT 1: ADDENDUM TO SERVICES AGREEMENT

This Addendum is governed by the Service Agreement entered into by and between Zartico and Jackson County NC TDA effective April 24, 2023. Under this Addendum, Zartico will provide the following lodging data into the Zartico Destination Operating System:

ZDOS Standard Plus Operating System + Lodging Core (hotel) + Pacing + Website Contribution

Effective Date - July 1, 2024 – June 30, 2025

Total Annual Investment: \$55,000

Payment due in full July 31, 2024

Lodging Data Additional Terms- Third-party beneficiary: Client acknowledges that Key Data and TravelClick are third-party beneficiaries to the Service Agreement. Clients' use of the Key Data products and services is subject to Key Data terms and conditions – www.keydatadashboard.com/sublicensee. As such, Key Data is entitled to enforce the terms and conditions set forth herein directly, in its own name. Client agrees it will use such data in compliance with all applicable laws and regulations, including but not limited to anti-trust and competition laws and regulations, and securities laws and regulations.

SIGNATURES

IN WITNESS WHEREOF, the duly authorized representative of each party hereto has executed this Addendum

ZARTICO INC

DocuSigned by:

By: Sarah Lehman
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(Signature)

Name: Sarah Lehman

Title: CEO

Date: 5/8/2024

Jackson County NC TDA

By: _____
(Signature)

Name: Daniel Fletcher

Title: Executive Director

Date: _____

JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY
LOCAL GOVERNMENT RIDER
May 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. ZARTICO SERVICE AGREEMENT (made and entered into May 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 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/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

Daniel Fletcher, 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

ZARTICO INC., A DELAWARE CORPORATION

DocuSigned by:
Sarah Lehman 5/6/2024 (SEAL)

BY: Sarah Lehman, CEO