

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/02/2023

Contract/Lease Control #: C23-3301-TDD

Procurement#: N/A

Contract/Lease Type: CONTRACT-AGREEMENT

Award To/Lessee: VISA U.S.A. INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/23/2022

Expiration Date: 09/22/2023 WITH AUTO 1 YEAR RENEWAL

Description of: VISA DESTINATION INSIGHTS REPORTING SERVICE

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: T300 Tracking Number: 4901-20
Procurement/Contractor/Lessee Name: V159 Grant Funded: YES ___ NO X
Purpose: Agreement
Date/Term: 1yr w/ yearly renewals
Department #: 1410
Account #: 548040
Amount: \$25,600
Department: T300 Dept. Monitor Name: Adams

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 9-8-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____

Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached 9-20-22 Date: _____

Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached 9-15-22 Date: _____

County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lydia Garcia
Sent: Monday, September 19, 2022 4:45 PM
To: Charlotte Dunworth; DeRita Mason
Cc: Karen Donaldson
Subject: RE: Visa agreement

Thank you, this is approved by Risk Management for insurance purposes per the explanation provided below.



Kind Regards,

L. Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management
Direct: 850.689.4111
Fax: 850.689.5973 |
Email: riskinfo@myokaloosa.com

302 N. Wilson St. Suite 301
Crestview, FL 32539

<https://myokaloosa.com/>

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Charlotte Dunworth <cdunworth@myokaloosa.com>
Sent: Thursday, September 15, 2022 1:07 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Lydia Garcia <lgarcia@myokaloosa.com>
Subject: RE: Visa agreement

This is a subscription service to aggregated depersonalized credit cardholder transaction data accessed via online portal. We run reports by origin market, spend by merchant category, etc. Marketing programs are subsequently tailored and ROI evaluated based on the economic impact of visitors from various markets. No services are performed on-site in Okaloosa.

**DESTIN
FORT
WALTON
BEACH
FLORIDA**

CHARLOTTE DUNWORTH
DEPUTY DIRECTOR OF FINANCE & COMPLIANCE
Destin-Fort Walton Beach, Florida
850.609.5385
1540 Miracle Strip Pkwy Fort Walton Beach, Florida 32548
destinfb.com

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DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, September 14, 2022 12:55 PM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: Visa agreement

This is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Thursday, September 8, 2022 8:02 AM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'; Lynn Hoshihara
Subject: FW: Visa agreement

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

**Visa Destination Insights
Secondary Subscriber Participation Agreement**

THIS PARTICIPATION AGREEMENT ("Agreement") is by and between Visa U.S.A. Inc., a Delaware corporation ("Visa"), having an office and its principal place of business at 900 Metro Center Boulevard, Foster City, California, 94404, (phone: 650-432-3200); Board of County Commissioners of Okaloosa County, Florida, a ("Secondary Subscriber"), having an office and its principal place of business at 1540 Miracle Strip Pkwy SE, Fort Walton Beach, FL 32548 (phone: (850) 651-7131). Secondary Subscriber and Visa may be referred to in this Agreement individually as a "Party" and together as the "Parties".

WITNESSETH:

WHEREAS, Visa offers the Visa Destination Insights reporting service, which compiles aggregated and depersonalized Visa cardholder transaction data for selected market segments of international and domestic travelers within the United States to help generate state and regional reports (the "Service"), and which is made available to clients pursuant to the Visa Core Rules and Visa Product and Service Rules, Visa Supplemental Requirements and any Visa Destination Insights documentation, each of which may be modified from time to time; and

WHEREAS, Secondary Subscriber desires to subscribe to the Service for its own use to review and analyze aggregated and depersonalized Visa cardholder transaction data for international or domestic travelers within the United States, including cardholder count, transaction count, aggregate United States dollar transaction amount and average ticket count.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, it is agreed:

1. DESCRIPTION AND USE.

a. Secondary Subscriber represents and warrants that it is a destination marketing organization within the state of Florida and therefore eligible for special pricing through participation in a Visit Florida program.

b. Subject to the terms of this Agreement, Visa hereby grants to Secondary Subscriber a paid, non-exclusive, non-transferable, non-sublicensable, revocable, limited term license to access and use the Service in the United States, including reports containing certain data related to Reporting Areas ("VDI Reports") as described in Exhibit A attached hereto, for Secondary Subscriber's own internal use to develop marketing strategies and plans with respect to its travel and tourism activities. Secondary Subscriber agrees that its access to and use of the Service and data of the Service, including VDI Reports, ("Service Data") must be in compliance with applicable laws.

c. Secondary Subscriber acknowledges and agrees that:

(i) All access to the Service is accomplished through Visa Online ("VOL"). Secondary Subscriber's access and continued access to the Service is subject to Secondary Subscriber's continued access to VOL and compliance with the terms governing the access and use of VOL. Such compliance includes Secondary Subscriber's ensuring that its authorized personnel do not permit or allow unauthorized persons to have access to or use of their VOL user identifications or passwords. Secondary Subscriber must notify Visa immediately of any unauthorized use of any user identification or password, or any other actual or potential security breach relating to Secondary Subscriber's VOL account. Secondary Subscriber acknowledges and agrees that it is entirely responsible for all activities that occur through the use of its VOL password or user identification;

(ii) Prior to engaging any third party vendor to assist Secondary Subscriber with data aggregation or data analysis, Secondary Subscriber must obtain a written agreement with such vendor containing provisions that, (A) prohibit such vendor from engaging in activities or processes that enable or could enable the results of such aggregation, analysis or other vendor service to be accessed in any manner that would reveal or otherwise identify the Service or VDI Reports; (B) prohibit such vendor from retaining, transferring or otherwise disclosing the Service Data to another third party, and (C) require such vendor to destroy or return to Secondary Subscriber all Service Data upon completion of any specific task performed for or on behalf of Secondary Subscriber by such vendor;

(iii) The Service does not link individual cardholders, households or account numbers to any individual transaction or group of transactions;

(iv) Secondary Subscriber shall not itself, and shall not permit, facilitate, authorize or enable any unauthorized person, entity or third party to: (A) attempt to disaggregate Service Data in an attempt to determine the performance or behaviors of any individual cardholder or specific Secondary Subscriber competitor; (B) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (C) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious materials, including material harms to children or violative of third party privacy rights; (D) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (E) interfere with or disrupt the integrity or performance of the Service or data contained therein, or unreasonably burden the infrastructure utilized by Visa or its suppliers to deliver the Service; (F) attempt to gain unauthorized access to the Service or its related systems or networks; or (G) offer the Service as a service bureau or as any other hosted service to any third party; (H) use the Service or Service Data for anything other than as expressly permitted under this Agreement;

(v) Secondary Subscriber further shall not itself, and shall not permit, facilitate, authorize or enable any unauthorized person, entity or third party to: (A) reverse engineer, decompile, disassemble or otherwise attempt to obtain any underlying ideas, algorithms, structure or organization of the Service or any component thereof, including, but not limited to, data that is masked, hashed, or otherwise protected, for any reason; (B) make copies of any aspect of the Service, in whole or in part, except as necessary for Secondary Subscriber to exercise its rights under this Agreement; (C) modify or make derivative works of the Service; (D) alter or remove any copyright, trademark, trade name, patent or other proprietary rights notice, legend, symbol or the like appearing on or in the Service or Service Data, except as necessary for Secondary Subscriber to exercise its rights under this Agreement; or (E) distribute, disclose, commercialize, sell, offer to sell, license, import, transfer, lease or loan all or any portion of the Service or Service Data. For the avoidance of doubt, this Subsection (v) does not impose any restrictions on Secondary Subscriber from utilizing its own Secondary Subscriber data or information that is owned by or independently developed by Secondary Subscriber without any use of the Service or Service Data disclosed under this Agreement.

(vi) Unless permitted by Visa or the terms of this Agreement, Secondary Subscriber (A) shall not disclose Service Data to any third party, including Secondary Subscriber's partners, vendors or other payment card systems, even if Service Data is aggregated or combined with other source data for analytical purposes, and (B) shall retain and use any

Service Data accessed via the Service for its own use in its possession at all times; provided, however, that Secondary Subscriber may use its own statistical conclusions drawn from VDI Reports in Secondary Subscriber's advertising, press releases or other marketing efforts so long as the following conditions are satisfied:

(A) Each Secondary Subscriber conclusion or claim ("Claim") drawn from VDI Reports is true, correct and not misleading;

(B) Each Claim specifically identifies Visa as a source of the data on which the Claim(s) is based with the following attribution footnote (with verbiage in brackets completed as appropriate): "Board of County Commissioners of Okaloosa County, Florida's estimate is based on and extrapolated from aggregate card usage data provided by Visa Destination Insights for the period of [insert applicable time period] and incorporates data from other independent research sources.";

(C) The Service Data are not specifically referenced in such advertising, press releases or other marketing efforts, except as permitted hereunder or required by applicable law for Claims substantiation; and

(D) Secondary Subscriber presents its Claims and modified VDI Reports for distribution to third parties in accordance with the approved Information Distribution Formats and Guidelines, attached here as Exhibit D.

(vii) Secondary Subscriber may designate up to three of its personnel to have access to the Service. Secondary Subscriber will designate one or more "Access Stewards" to manage the access of Secondary Subscriber's personnel to the Service in accordance with the terms of this Agreement. Secondary Subscriber will so designate by completing the Access Steward Designation Form attached hereto as Exhibit C. All requests to add, delete or modify the access rights to the Service shall originate from an Access Steward. The Access Steward(s) shall within 24 hours inform Visa of any need to delete or modify access to the Service.

(viii) Visa reserves the right at its sole discretion to change the content, format, medium, access requirements and/or form of delivery of the Service at any time. Visa will make a reasonable effort to notify Secondary Subscriber in writing of any anticipated change to the Service that may reasonably have a material adverse effect on the Service, but shall be obligated to provide only such notice as is practicable under the circumstances.

d. Notwithstanding the foregoing, subject to the terms of this Agreement, Secondary Subscriber may only distribute and/or make available VDI Reports to the State Office of Tourism that encompasses Secondary Subscriber's jurisdiction, here, the Visit Florida ("Permitted Third Party"); provided, however, that prior to distributing or making available such VDI Reports, either:

(i) Permitted Third Party (i) has validly executed a Lead Subscriber Participation Agreement with Visa that is in effect and contains terms permitting such access to VDI Reports by Permitted Third Party, and (ii) represents and warrants the same to Secondary Subscriber; or

(ii) Secondary Subscriber causes Permitted Third Party to agree to written terms that:

(A) Require Permitted Third Party to confirm, represent and warrant that it will only use Service Data for its internal marketing strategies and plans with respect to Permitted Third Party's travel and tourism activities;

(B) Disclaim (whether by naming Visa explicitly, or via a general reference as Secondary Subscriber's solution provider or licensor) Visa from any liability to Permitted Third Party for any damages or other liability (direct or indirect) arising from or in connection with Permitted Third Party's use of or reliance on VDI Reports, the Service or Service Data; and

(C) To the extent permitted by applicable law, require Permitted Third Party to indemnify, hold harmless, and defend Visa and its Affiliates from and against all losses, damages, liability, costs and expenses (including reasonable fees and expenses of legal and other advisers, court costs and other dispute resolution costs), governmental and regulatory penalties ("Losses") resulting from any third party claim, suit, action, or proceeding ("Third Party Claim") based upon or arising from Permitted Third Party's use of VDI Reports or Service Data and actions/inactions under the agreement between Secondary Subscriber and Permitted Third Party outlining the terms in this Section 1(d);

2. FEEDBACK. If Secondary Subscriber, its agents, subcontractors or Affiliates provides to Visa any comments, suggestions, ideas, data, information, corrections, submissions, updates, improvements, extensions or implementations or modifications relating to the Service or other Visa products, services or technology ("Feedback"), Secondary Subscriber hereby grants to Visa and its Affiliates, without attribution or cost, all rights necessary for Visa or its Affiliates to use, disclose, distribute, make, reproduce, or commercialize generally for itself and others, and otherwise exploit any Feedback and any associated intellectual property rights, including , but not limited to, for improvement or modification of the Service, and to implement any such Feedback in future versions of the Service, or any other product or service, as it is made available to Secondary Subscriber and/or any other party.

3. OWNERSHIP. Visa has expended significant resources gathering, assembling, and compiling the Service and the VDI Reports, and, as between the Parties, the Service and Service Data are the valuable property of Visa. The Service and Service Data provided by Visa under the Agreement are an original compilation protected by United States copyright laws and are the trade secrets of Visa. As between the Parties, Visa owns all right, title and interest in and to the Service and Service Data. Nothing contained in this Agreement shall be construed as conferring upon Secondary Subscriber by implication, operation of law, estoppel, or otherwise, any license or right to use or exploit Visa intellectual property, or any right, title, or interest in any of Visa's intellectual property rights, except for the limited rights stated in the Agreement.

4. FEES.

a. Upon the Effective Date (and commencement of each Renewal Term, as the case may be), Visa will invoice Secondary Subscriber for the annual base package price for the Service and any additional options that Secondary Subscriber subscribes to, which Secondary Subscriber will indicate by completing the Subscription Elections and Pricing Form, attached hereto as Exhibit B. Secondary Subscriber shall pay the total amount of such invoice within thirty (30) days of its receipt. Secondary Subscriber agrees that Visa may change the price of the Service at any time upon thirty (30) days' prior written notice, for which email notice shall suffice.

5. INDEMNIFICATION.

a. Where permitted by applicable law, Secondary Subscriber shall, at its sole expense, indemnify, defend and hold Visa and its directors, officers, employees, agents and affiliates (collectively, "Indemnified Visa Parties") harmless from and against all claims, suits, actions, damages, settlements, losses, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with: (i) any breach of this Agreement by Secondary

Subscriber, Permitted Third Party and its or their respective Affiliates, employees, contractors, agents, or subcontractors (including terms relating to confidentiality, any misuse of personal data or security breach); (ii) any breach of applicable law; (iii) willful misconduct or negligent act or omission by Secondary Subscriber, Permitted Third Party and its or their respective Affiliates, employees, contractors, agents, or subcontractors, including injuries or death to persons or damage to property; (iv) Permitted Third Party's use of or reliance on Service Data; or (v) the actual or alleged infringement or misappropriation of any third party's intellectual property rights.

b. Secondary Subscriber agrees that, due to the unique nature of Confidential Information (defined below), any unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to the Indemnified Visa Parties, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Secondary Subscriber agrees that Visa, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement by Secondary Subscriber, without the necessity of posting any bond or other security. Secondary Subscriber shall notify Visa in writing immediately upon Secondary Subscriber's becoming aware of any such breach or threatened breach.

6. DISCLAIMER. Secondary Subscriber acknowledges and agrees that the Service, Service Data and any other data of or materials related to the Service are provided by Visa "AS-IS," "AS AVAILABLE" and "WITH ALL FAULTS." Secondary Subscriber's use of the Service, Service Data and any other data available through or materials related to the Service is at Secondary Subscriber's own risk. Neither Visa nor any of its current and former Affiliates, employees, successors or assigns makes any express or implied representations, warranties, guarantees or indemnities as to whether the Service, Service Data or any information or other materials contained or made available therein is or will be available (including, but not limited to, at any particular time or location), accessible, uninterrupted, timely, secure, accurate, appropriate, complete, reliable, updated, correct, current or error-free, as to their quality, that any defects or errors will be corrected, or that the Service or Service Data are free of viruses or other harmful components. Visa disclaims any representations or warranties of any kind, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement. The Service Data is a sample set of aggregated depersonalized Visa cardholder transaction data for selected market segments across Visa's VisaNet global transaction processing network and Visa makes no warranties (a) as to the accuracy of the data, (b) that the Service Data reflects Visa cardholder spending patterns for relevant market segments taken as a whole, or (c) as to the validity of the statistical approaches used in Visa's data aggregation.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL VISA BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VISA'S LIABILITY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO SIX (6) MONTHS OF FEES FOR THE SERVICE PURSUANT TO THIS AGREEMENT.

8. TERM AND TERMINATION.

a. This Agreement shall become effective as of the Effective Date (as defined below) and, unless terminated earlier in accordance with the terms of this Agreement, shall continue for one (1) year (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive one- (1) year terms (each a "Renewal Term"); provided, however, that either party may

terminate this Agreement by providing written notice to the other at least thirty (30) days prior to the expiration of the then-existing Initial Term or Renewal Term, as the case may be.

b. Secondary Subscriber may terminate this Agreement upon thirty (30) days' prior written notice if: (i) Visa materially breaches this Agreement and fails to cure the breach within such thirty-(30) day period; or (ii) Visa modifies or otherwise changes the Service, as permitted in Section 1(c)(viii), and Secondary Subscriber objects in writing within thirty (30) days of Secondary Subscriber's receipt of written notice from Visa of such modification or change.

c. Visa at its sole discretion may terminate this Agreement immediately upon: (i) Secondary Subscriber's breach of any obligation under this Agreement, including any misuse (as determined by Visa in its sole discretion) of the Service or Service Data, or (ii) a change in applicable law makes termination appropriate.

d. Visa shall have no obligation to refund to Secondary Subscriber any fees paid for the Service.

e. The terms of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive, including, without limitation, Sections 1(c), 2, 3, and 5 through 14.

9. CONFIDENTIALITY, PUBLICITY.

a. "Confidential Information" means all information that Visa or its Affiliates discloses to Secondary Subscriber or to which Secondary Subscriber has access in connection with the negotiation and performance of this Agreement or with Secondary Subscriber's access to or use of the Service or Service Data, and that is designated as confidential or would normally be considered confidential or proprietary under the circumstances (whether disclosed before or after the Effective Date, and whether written, oral or by inspection of tangible objects), including, but not limited to, all data, trade secrets, marketing materials, financial or business information, processes, technical documentation, developments, customer data, pricing, revenue, transaction volume, any information relating to any of the foregoing, this Agreement, and other information of any kind whatsoever that relates to Visa or any of its Affiliates, other customers of Visa or any of its Affiliates, or third-party vendors or licensors who have made confidential or proprietary information available to Visa.

b. Confidential Information does not include information that: (i) was already rightfully known to Secondary Subscriber prior to disclosure by Visa or its Affiliates as evidenced by preexisting records; (ii) is or becomes publicly known through no breach of this Agreement; (iii) is rightfully received by Secondary Subscriber from a third party that has no applicable duty of confidentiality; (iv) is independently developed by Secondary Subscriber without any use of Confidential Information disclosed under this Agreement; or (v) is disclosed by Secondary Subscriber with the prior written consent of Visa or its Affiliates.

c. Secondary Subscriber agrees on behalf of itself and its agents, representatives and subcontractors that Confidential Information will not be disclosed or made available to any person for any reason whatsoever other than on a "need to know basis," and then only: (i) to Secondary Subscriber's authorized employees who are obligated to hold such information confidential; (ii) to subcontractors or other third parties authorized to receive Confidential Information under this Agreement, provided that any such authorized persons or entities are subject to confidentiality terms that are no less restrictive than the terms of this Section 9; or (iii) as required by law. Prior to any disclosure of Confidential Information as required by law, Secondary Subscriber shall

(A) immediately notify Visa of any actual or threatened legal compulsion of disclosure, and/or any actual legal obligation of disclosure immediately upon becoming so obligated, and (B) cooperate with Visa's reasonable, lawful efforts to resist, limit or delay disclosure.

d. All media releases, public announcements and public disclosures by either Party or their representatives relating to this Agreement or the name or logo of Secondary Subscriber or Visa, including, without limitation, promotional or marketing material, but not including any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party, shall be coordinated with and approved by the other Party in writing prior to the release thereof as provided herein. Each Party shall obtain prior written approval from the other Party for any news releases, press advisories and interviews relating to the Service; provided, that this restriction shall apply to Visa only to the extent that Secondary Subscriber is specifically identified in such disclosure. Each Party shall review all submissions and notify the other Party in writing within five (5) business days of its approval, which shall not be unreasonably withheld. Secondary Subscriber acknowledges and agrees that, subject to approval of copy, Visa may announce Secondary Subscriber's participation in the Service.

e. All documents and other tangible items containing or representing Visa Confidential Information that have been disclosed by Visa to Secondary Subscriber in Secondary Subscriber's possession or control will be and remain Visa's property and will be promptly returned to Visa or destroyed upon Visa's written request. Secondary Subscriber will promptly return to Visa, at no cost to Visa, all Visa Confidential Information and property upon the earlier of: (i) the termination or expiration of this Agreement, or (ii) Visa's request. Alternatively, if so directed by Visa, Secondary Subscriber will destroy, at no cost to Visa, all Visa Confidential Information and copies thereof according to Visa's instructions, or if no instructions are provided, according to relevant industry best practices, and will provide a certificate signed by an officer of Secondary Subscriber that certifies such return or destruction in detail acceptable to Visa.

10. GOVERNING LAW; FORUM. This Agreement and any non-contractual obligations arising out of it are governed by the laws of the state of New York, U.S.A., excluding any "conflicts of laws" or similar rules that would mandate or permit application of the substantive law of any other jurisdiction. Each Party agrees that all actions, proceedings or counterclaims arising out of or relating to this Agreement or any of the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York (or, should such federal court lack competence to hear such actions, proceedings or counterclaims, in a state court with competent jurisdiction in New York). In connection with any such actions, proceedings or counterclaims, each Party shall submit to the exclusive jurisdiction of either such court, agrees to venue in either such court, and waives any objection to venue laid therein.

11. NOTICE. All notices and other communications required to be given pursuant to this Agreement shall be in writing and addressed to the relevant Party at its address set forth on the first page of this Agreement (and in the case of Visa, with courtesy copies emailed to LegalNotice@visa.com and VisaDestinationInsights@visa.com), or such other address as a Party may specify in writing. Any such communication will be deemed received: (i) upon hand delivery, or (ii) when delivered with receipt by an expedited courier service. Email notice shall suffice as written notice for any changes by Visa per Section 4.

12. ENTIRE AGREEMENT. Except as expressly indicated herein, this Agreement and the Exhibits hereto, which are incorporated into this Agreement by reference, represent the entire agreement between the Parties relating to the subject matter hereof. No modification or waiver of this Agreement shall be binding unless it is in writing and signed by both Parties. In the event of any apparent conflict between the terms of this Agreement and any other document concerning the Service, the terms of this Agreement will control to the extent of the conflict. If a court of competent jurisdiction finds any provision of this Agreement invalid,

illegal or unenforceable, the Parties shall omit it from the Agreement to the extent required. The remaining terms shall remain in full force and effect.

13. COVERAGE OF AFFILIATES. "Affiliate" of a party means an entity now or hereafter controlled by, controlling or under common control with such party. "Control" means beneficial ownership or control of 50% or more of the shares or securities representing the right to vote for the election of directors or management authority, or other ability, directly or indirectly, to direct or cause the direction of the management or policies of such entity, whether through beneficial ownership of securities or other equity interests, by contract or otherwise.

14. ASSIGNMENT. Secondary Subscriber agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, any right or obligation under this Agreement, without the prior written consent of Visa, and any purported assignment, sale, transfer, delegation or other disposal is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date of last signature below ("Effective Date").

Board of County Commissioners of Okaloosa
County, Florida ("Secondary Subscriber")

By: Faye Douglas Digitally signed by Faye Douglas
Date: 2022.09.22 16:25:07 -0500
Name (print): Faye Douglas
Title: OMB Director
Date: 09/22/2022

Visa U.S.A. Inc. ("Visa")

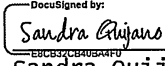
By: 
Name (print): Sandra Quijano
Title: Vicepresident NA Products
Date: 9/23/2022 | 06:21 PDT

Exhibit A – Information Relating to the Service

1. **Reporting Area.** Reporting Areas are groupings of one or more postal codes defined by Secondary Subscriber for which it would like to view Service Data. Reporting Area options include:
 - a. International Reporting Area: Includes cross-border spend broken out by originating country.
 - b. U.S. Domestic Reporting Area: Includes domestic spend broken out by originating core based statistical area (CBSA).
2. **Service Data.** The Service presents certain aggregated information, including, but not limited to, the number of cardholders, number of transactions, sales volume and related metrics and dimensions that Visa may change from time to time. The Service does not and will not include or identify personally identifiable cardholder, issuer or merchant information, or individual cardholder, issuer or merchant patterns. Service Data includes data as it becomes available during the Initial Term or Renewal Term (as the case may be) per the Service Data Update Frequency (see below) and some historical data.
3. **Service Data Update Frequency.** Service Data are generally updated within 45 days following the end of each calendar quarter. Secondary Subscriber may choose in its Subscription Elections and Pricing Form (Exhibit B) to add the option to have Service Data updated on a monthly basis, meaning data are generally updated within 25 days following the end of each calendar month ("Monthly Refresh").

The information contained in this Exhibit A may be modified from time to time at Visa's sole discretion.

Exhibit B – Subscription Elections and Pricing Form

Secondary Subscriber will receive the Base Subscription Package (described below) to the Service. Through this form, Secondary Subscriber indicates the details of its Base Subscription Package, as well as its election to subscribe additional Reporting Areas to the Service and/or whether Secondary Subscriber desires a Monthly Refresh for the relevant Reporting Areas. Additional Reporting Areas and the Monthly Refresh option are priced separately.

Please check the appropriate boxes:

Subscription Package		Reporting Area Selections		Monthly Refresh <i>(applies to all reporting areas)</i>	Pricing	
		International	U.S. Domestic		Base	Monthly Refresh
Base Package <i>Includes 2 Reporting Areas (either international or U.S. domestic).</i>	Reporting Area 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$25,000	\$ 4,000
	Reporting Area 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> Additional Reporting Areas	Indicate total number desired: 1 <i>May be international or U.S. domestic.</i> <i>Numbers in the two columns to the immediate right must add up to the above total.</i>	- _____	1 _____		<u>\$3,000</u>	- _____
					Discount	20%
					Total	\$25,600

Exhibit C – Access Steward Designation Form

As of the date indicated below, Secondary Subscriber, through its authorized representative, designates the individual identified below as an authorized Access Steward for Secondary Subscriber’s personnel’s access to and use of the Service. Secondary Subscriber may modify such Access Steward(s) at any time by notifying Visa in accordance with the terms of the Agreement. Until the earlier of (i) the termination or expiration or the Agreement, or (ii) such time that Secondary Subscriber revokes this authorization, Access Steward shall be primarily responsible for:

1. Managing Secondary Subscriber’s personnel’s user and profile information for access to the Service; and
2. Communicating with Visa concerning such users and profile information, including, but not limited to, approving and notifying Visa of any changes or additions required thereto.

Access Steward Information	
Name (print):	Charlotte Dunworth
Email address:	cdunworth@myokaloosa.com

Board of County Commissioners of Okaloosa
County, Florida

Name of Authorized Representative (print):

By: Faye Douglas
Title: OMB Director
Date: 09/22/2022

Digitally signed by Faye Douglas
Date: 2022.09.22 16:24:16 -05'00'

Exhibit D – Approved Information Distribution Formats and Guidelines

Visa Destination Insights product team to provide.

Sample **Visa Destination Insights** information distribution formats and guidelines

Revised: Jan 2021

This document may be revised over time at Visa's discretion

Case Studies

CASE STUDY 1

Goal

VDI State user wishes to persuade foreign air carrier to add more direct flights to region based upon actual spend of carrier's country's travelers

Strategy

Employed VDI in-region traveler count projections to prove previous assumptions were understated and market was underserved

CASE STUDY 2

Goal

VDI CVB user wishes to solicit marketing partners from other regions to participate in promotion program costs

Strategy

Use VDI capability to measure net cardholder usage in multiple regions to determine "share" estimates

CASE STUDY 3

Goal

VDI CVB user wishes to determine what percent of total travelers through "gateway" airport actually spend (and how much) in central city

Strategy

Use VDI capability to measure volume only from those travelers who made purchases at BOTH the airport and in City (assumes airport card spend or ATM activity will occur on card)

CASE STUDY 4

Goal

Multiple VDI States wished to determine what percent of total travelers through "gateway" airport actually spend (and how much) in central city

Strategy

Create NP area "CVB" definition, then create state-specific VDI "cells" to show net "share" of visitor count or spend

CASE STUDY 5

Goal

CVB with cruise ship port wishes to determine how much "away" vs "in-town" spend is occurring with pass-through passengers

Strategy

Create "cruise-ship" defined user subset, then run against local purchase activity

Purpose of this document

This document serves to illustrate usage examples consistent with the confidentiality requirements and distribution restrictions specified in the Visa Destination Insights participation agreement.

This document is not intended to be all-inclusive as to approved information disclosure formats, but to illustrate the INTENT of the requirements outlined in the participation agreement.

Additional usage examples may be added as specific situations are brought to Visa's attention.

Purpose of guidelines

Guiding principal

Visa seeks to ensure that the raw Visa transaction data provided to VDI customers is not revealed to third parties, including but not limited to other Visa competitors, government agencies or the general public.

Associated statistical representations such as percentages, share proportions, indices and rankings are allowed. Interpretive analytics, projections and conclusions are encouraged, as long as no indication is provided in such distributions that would allow a reader to discern source Visa metrics.

When attempting to derive a count of travelers, the VDI subscriber must employ their own models to project upwards from raw Visa data to a probable total traveler universe. This probable total number should be the only representation of traveler count distributed. Visa assumes no responsibility for accuracy of these projection models and encourages users to employ all other available research sources to validate these models

Suggested Uses of VDI data

Assuming the enclosed guidelines referencing disclosure of VDI data and appropriate footnoting, the data may be used for marketing and program development uses such as:



Comparative State tourism rankings
(using benchmark data)



Year-over-year State/CVB growth
(using percentages, indices, etc.)



Traveler count information
(using internally-generated models based upon known card market share information)



Traveler volumetric spend information
(using internal projection models based upon known economic reference data)



Tourism program performance analysis
(using comparisons of prior time periods, test vs. control marketing areas, or benchmark comparisons)



Targeting of key overseas advertising or promotional markets

VDI Information Parameters

Specific Principles

Internal vs External Data Use

- Full access to data is allowed to internal users at a VDI customer, subject to recommendations on the following pages
- Vendor access is permitted only with NDA and compliance with data use/restriction limitations as provided in Participation Agreement
- No external disclosure without Subscriber Legal opinion as to compliance with Visa restrictions

For External Disclosure

- Tables / graphs portraying ranks/indices/precents are fine (without tools)
- Average spend / Ticket size are allowed (without raw transaction data)
- Tables / Graphs displaying quantitative data must be projected up (using models of your choosing) based upon publicly available Visa penetration data or other research sources.
- Table titles and footnotes must quote VDI/Visa as a source, but not reference the value as "Visa cardholders", "Visa spend" etc. More generic references ("projected German tourists") must be used.

Illustrative data only

Example 1: For internal use only



Internal distribution documents can display raw data, but should be marked at the bottom with the words Visa Confidential: Not for public distribution

Section 7: Spending on VISA Cards Held by International Visitors by Destination State, Ranked by Total Spending

Rank	Merchant State	Number of Card Accounts	Total Spending	Average Spending Per Card Account
1	FLORIDA	3,887,832	\$4,682,215,671	\$1,204.33
2	CALIFORNIA	3,657,457	\$3,740,136,484	\$1,022.61
3	NEW YORK	4,272,211	\$3,644,022,374	\$852.98
4	TEXAS	2,201,004	\$1,742,428,154	\$791.65
5	NEVADA	1,525,439	\$1,105,678,166	\$724.83
6	HAWAII	902,089	\$1,021,571,615	\$1,132.45
7	WASHINGTON	1,128,037	\$702,984,057	\$623.19
8	ILLINOIS	1,003,158	\$610,878,629	\$608.96
9	MASSACHUSETTS	791,835	\$551,873,433	\$696.96
10	ARIZONA	783,790	\$533,027,768	\$680.06
11	GEORGIA	769,463	\$451,480,033	\$586.75
12	NEW JERSEY	914,177	\$424,613,963	\$464.48
13	MICHIGAN	779,808	\$389,349,920	\$499.29
14	VIRGINIA	768,752	\$330,310,676	\$429.67
15	PENNSYLVANIA	774,004	\$312,711,009	\$404.02
16	MINNESOTA	499,945	\$285,197,399	\$570.46
17	COLORADO	401,576	\$273,495,692	\$681.06
18	OHIO	409,605	\$205,855,215	\$502.57
19	NORTH CAROLINA	385,085	\$188,881,802	\$490.49
20	TENNESSEE	327,784	\$183,755,830	\$560.60
21	DC	380,583	\$171,016,757	\$449.35
22	OREGON	288,559	\$157,038,223	\$544.22
23	MARYLAND	355,167	\$156,329,573	\$440.16
24	CONNECTICUT	263,476	\$149,882,463	\$568.87
25	MAINE	335,401	\$146,121,140	\$435.60
26	UTAH	303,650	\$143,243,387	\$471.74
27	SOUTH CAROLINA	269,630	\$135,786,951	\$503.60
28	INDIANA	215,341	\$107,390,303	\$498.70

Ex: South Carolina ranks 27th out of 51 destination states in terms of total spending by international travelers.

Illustrative data only

Example 2: Approved for external use



Modifying data labels and displaying indices or percentages makes raw data generic, but retains content.

Section 7: Spending by International Visitors by Destination State, Ranked by Total Spending

Rank	Merchant State	Percent International Visitors *	Percent Total Spending *	Average Spending Per Visitor	Rank by Avg Amnt of Spend
1	FLORIDA	13.6%	20.8%	\$ 1,204.33	1
2	CALIFORNIA	12.8%	16.6%	\$1,022.61	3
3	NEW YORK	14.9%	16.2%	\$852.96	4
4	TEXAS	7.7%	7.7%	\$791.65	5
5	NEVADA	5.3%	4.9%	\$724.83	6
6	HAWAII	3.2%	4.5%	\$1,132.45	2
7	WASHINGTON	3.9%	3.1%	\$623.19	10
8	ILLINOIS	3.5%	2.7%	\$608.96	11
9	MASSACHUSETTS	2.8%	2.4%	\$696.95	7
10	ARIZONA	2.7%	2.4%	\$680.06	9
11	GEORGIA	2.7%	2.0%	\$586.75	12
12	NEW JERSEY	3.2%	1.9%	\$464.48	23
13	MICHIGAN	2.7%	1.7%	\$499.29	19
14	VIRGINIA	2.7%	1.5%	\$429.67	27
15	PENNSYLVANIA	2.7%	1.4%	\$404.02	28
16	MINNESOTA	1.7%	1.3%	\$570.46	13
17	COLORADO	1.4%	1.2%	\$681.06	8
18	OHIO	1.4%	0.9%	\$502.57	18
19	NORTH CAROLINA	1.3%	0.8%	\$490.49	21
20	TENNESSEE	1.1%	0.8%	\$560.60	15
21	DC	1.3%	0.8%	\$449.35	24
22	OREGON	1.0%	0.7%	\$544.22	16
23	MARYLAND	1.2%	0.7%	\$440.16	25
24	CONNECTICUT	0.9%	0.7%	\$568.87	14
25	MAINE	1.2%	0.6%	\$435.66	26
26	UTAH	1.1%	0.6%	\$471.74	22
27	SOUTH CAROLINA	0.9%	0.6%	\$503.60	17
28	INDIANA	0.8%	0.5%	\$498.70	20

Ex: South Carolina ranks 27th out of 51 destination states in terms of total spending by international travelers. However, it ranks 17th in terms of Average Spend per Visitor; well above other regional neighboring States

*Based upon top 28 states in terms of International visitor spend

Other Examples

The following pages illustrate ways in which Visa Destination Insights data can be distributed both internally to the VDI Customer's employees (or to Business Partners under written confidentiality restrictions as well as to external partners or public. Some considerations:

Use of General Footnote

The following language or its equivalent should be used to properly footnote Visa Destination Insights as the source data, while clearly communicating that the numbers shown are not actual Visa data.

"[Subscriber's] estimate is based on and extrapolated from aggregate depersonalized card usage data provided by Visa Destination Insights for the period of [insert applicable time period] and incorporates data from other independent research sources"

Illustrative data only



NOT ALLOWED

State's* Top 10 International Markets in 2019* by Market Share
(ranked by Total Spent)

	Country of Origin**	Unique Cards	Total Spent	Transaction Count	Avg Spending per Transaction	Avg Spending per Card
1	Canada	32.3%	44.1%	41.0%	\$ 115	\$ 928
2	Mexico	24.8%	21.3%	26.2%	\$ 86	\$ 583
3	United Kingdom	7.9%	7.4%	5.5%	\$ 143	\$ 640
4	Germany	5.0%	3.8%	4.5%	\$ 88	\$ 515
5	Japan	3.2%	2.6%	2.1%	\$ 130	\$ 552
6	France	3.6%	2.3%	2.2%	\$ 115	\$ 435
7	Australia	2.3%	1.6%	1.3%	\$ 132	\$ 459
8	Italy	2.7%	1.4%	1.6%	\$ 94	\$ 353
9	South Korea	1.4%	1.1%	0.9%	\$ 123	\$ 542
10	Switzerland	1.0%	90.0%	0.8%	\$ 117	\$ 623

*based on an approximation

**represents country where Visa card was issued

Source: State's Office of Tourism estimates based on aggregate Visa card usage data provided by Visa Destination Insights for the period of calendar year 2019



Note: References to Cardholders and footnote changes and other data added to make Visa Destination Insights data generic



PERMITTED

State's* Top 10 International Markets in 2019* by Market Share
(ranked by Total Spent)

	Country of Origin**	Estimated Visitors	Total Spent	Transaction Count	Avg Spending per Transaction	Avg Spending per Card
1	Canada	32.3%	44.1%	41.0%	\$ 115	\$ 928
2	Mexico	24.8%	21.3%	26.2%	\$ 86	\$ 583
3	United Kingdom	7.9%	7.4%	5.5%	\$ 143	\$ 640
4	Germany	5.0%	3.8%	4.5%	\$ 88	\$ 515
5	Japan	3.2%	2.6%	2.1%	\$ 130	\$ 552
6	France	3.6%	2.3%	2.2%	\$ 115	\$ 435
7	Australia	2.3%	1.6%	1.3%	\$ 132	\$ 459
8	Italy	2.7%	1.4%	1.6%	\$ 94	\$ 353
9	South Korea	1.4%	1.1%	0.9%	\$ 123	\$ 542
10	Switzerland	1.0%	90.0%	0.8%	\$ 117	\$ 623

*based on an approximation

Source: State's Office of Tourism estimates based on aggregate Visa card usage data provided by Visa Destination Insights for the period of calendar year 2019

Illustrative data only

**NOT ALLOWED**

State's* Top 10 International Markets in 2019* (ranked by Total Spent)

	Country of Origin**	Unique Cards	Total Spent	Transaction Count	Avg Spending per Transaction	Avg Spending per Card
1	Canada	253,000	\$235 million	2,100,000	\$ 115	\$ 928
2	Mexico	194,000	\$113 million	1,300,000	\$ 86	\$ 583
3	United Kingdom	62,000	\$40 million	277,000	\$ 143	\$ 640
4	Germany	39,000	\$20 million	227,000	\$ 88	\$ 515
5	Japan	25,000	\$14 million	106,000	\$ 130	\$ 552
6	France	29,000	\$12 million	108,000	\$ 115	\$ 435
7	Australia	18,000	\$8 million	63,000	\$ 132	\$ 459
8	Italy	21,000	\$8 million	81,000	\$ 94	\$ 353
9	South Korea	11,000	\$6 million	47,000	\$ 123	\$ 542
10	Switzerland	8,000	%5 million	41,000	\$ 117	\$ 623

based on an approximation**represents country where Visa card was issued*

Source: State's Office of Tourism estimates based on aggregate Visa card usage data provided by Visa Destination Insights for the period of calendar year 2019



Note: Although generic, this usage is not recommended for situations where visitor count is being projected as it is not reflective of entire market volume

10

*your state name

**PERMITTED**

but not recommended example

State's* Top 10 International Markets in 2019* (ranked by Total Spent)

	Country of Origin**	Estimated Visitors	Total Spent	Transaction Count	Avg Spending per Transaction	Avg Spending per Card
1	Canada	253,000	\$235 million	2,100,000	\$ 115	\$ 928
2	Mexico	194,000	\$113 million	1,300,000	\$ 86	\$ 583
3	United Kingdom	62,000	\$40 million	277,000	\$ 143	\$ 640
4	Germany	39,000	\$20 million	227,000	\$ 88	\$ 515
5	Japan	25,000	\$14 million	106,000	\$ 130	\$ 552
6	France	29,000	\$12 million	108,000	\$ 115	\$ 435
7	Australia	18,000	\$8 million	63,000	\$ 132	\$ 459
8	Italy	21,000	\$8 million	81,000	\$ 94	\$ 353
9	South Korea	11,000	\$6 million	47,000	\$ 123	\$ 542
10	Switzerland	8,000	%5 million	41,000	\$ 117	\$ 623

**based on an approximation*

Source: State's Office of Tourism estimates based on aggregate Visa card usage data provided by Visa Destination Insights for the period of calendar year 2019

Illustrative data only

FOR INTERNAL USE ONLY

(too much Visa specific information)



APPROVED FOR EXTERNAL DISTRIBUTION

(Visa specific info removed)

Section 1: Top International Origin Markets by Spending on VISA cards during Trips to State*, CY2019

Rank	Originating Country	Number of Card Accounts	Total Spending	Number of Transactions	Average Spending Per Card Account
TIER 1 (\$15M+ Total Spending)					
1	CANADA	178,813	\$74,889,573	851,583	\$423.20
TIER 2 (\$5M-\$15M Total Spending)					
2	UNITED KINGDOM	19,156	\$12,908,364	109,157	\$673.85
3	GERMANY	13,241	\$11,737,451	123,569	\$886.45
TIER 3 (\$1M-\$5M Total Spending)					
4	JAPAN	4,478	\$4,404,469	29,722	\$983.58
5	FRANCE	5,009	\$3,204,313	28,460	\$639.71
6	MEXICO	3,588	\$1,743,178	22,810	\$488.58
7	BRAZIL	2,548	\$1,550,360	18,355	\$808.46
8	ITALY	2,443	\$1,528,742	14,159	\$826.17
9	IRELAND	1,506	\$1,506,666	10,281	\$1,000.44
10	AUSTRALIA	2,871	\$1,383,479	13,182	\$481.88
11	PUERTO RICO	3,065	\$1,310,302	18,329	\$427.50
12	NORWAY	1,512	\$1,198,381	17,159	\$791.26

- Canada rates as the top international market in terms of total spending with \$74.8 M spent in SC in calendar year 2019
- Other top spending markets include the United Kingdom (\$12.9M) and Germany (\$11.7M)

Section 1: Top International Origin Markets by Spending on VISA cards during Trips to State*, CY2019

Rank by overall Spend/Visitor Count	Originating Country	Average Spending per Visitor	Rank by Spend per Visitor
TIER 1 (\$50M+ Total Spending) (Over 200,000 visitors)			
1	CANADA	\$423.20	13
TIER 2 (\$10M-\$50M Total Spending) (Over 15,000 visitors)			
2	UNITED KINGDOM	\$673.85	5
3	GERMANY	\$886.45	3
TIER 3 (\$1M-\$5M Total Spending) (Less than 10,000 visitors)			
4	JAPAN	\$983.58	2
5	FRANCE	\$639.71	6
6	MEXICO	\$488.58	9
7	BRAZIL	\$808.46	8
8	ITALY	\$826.17	7
9	IRELAND	\$1,000.44	1
10	AUSTRALIA	\$481.88	10
11	PUERTO RICO	\$427.50	11
12	NORWAY	\$791.26	4

- Canada rates as the top international market in terms of total spending with \$74.8 M spent in SC in calendar year 2019
- Other top spending markets include the United Kingdom (\$12.9M) and Germany (\$11.7M)
- When ranked by average amount spent per visitor; Ireland, Japan, and Germany top the list and Puerto Rico, Australia and Mexico fall to the bottom



Note: Creating Generic Tier definitions and removing raw numbers from table conveys same information. Additional rankings can be added without problem.

Illustrative data only

FOR INTERNAL USE ONLY



APPROVED FOR EXTERNAL DISTRIBUTION

Section 1: Top International Origin Markets by Spending on VISA cards during Trips to State*, CY2019

Rank	Originating Country	Number of Card Accounts	Total Spending	Number of Transactions	Average Spending Per Card Account
TIER 1 (\$15M+ Total Spending)					
1	CANADA	176,913	\$74,869,573	851,583	\$423.20
TIER 2 (\$5M-\$15M Total Spending)					
2	UNITED KINGDOM	19,156	\$12,808,384	109,157	\$673.85
3	GERMANY	13,241	\$11,737,451	123,569	\$886.45
TIER 3 (\$1M-\$5M Total Spending)					
4	JAPAN	4,478	\$4,404,459	29,722	\$983.58
5	FRANCE	5,009	\$3,204,313	28,460	\$639.71
6	MEXICO	3,688	\$1,743,178	22,810	\$488.66
7	BRAZIL	2,548	\$1,550,350	18,355	\$608.46
8	ITALY	2,443	\$1,529,742	14,159	\$626.17
9	REPUBLIC OF IRELAND	1,508	\$1,505,666	10,281	\$1,000.44
10	AUSTRALIA	2,871	\$1,383,479	13,182	\$481.88
11	PUERTO RICO	3,065	\$1,310,302	18,329	\$427.50
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TIER 1 (\$50M+ Total Spending) (Over 200,000 visitors)			
1	CANADA	\$423.20	13
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2	UNITED KINGDOM	\$673.85	5
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4	JAPAN	\$983.58	2
5	FRANCE	\$639.71	6
6	MEXICO	\$488.66	9
7	BRAZIL	\$608.46	8
8	ITALY	\$626.17	7
9	IRELAND	\$1,000.44	1
10	AUSTRALIA	\$481.88	10
11	PUERTO RICO	\$427.50	11
12	NORWAY	\$791.26	4

- Canada rates as the top international market in terms of total spending with \$74.8 M spent in SC in calendar year 2019
- Other top spending markets include the United Kingdom (\$12.9M) and Germany (\$11.7M)
- When ranked by average amount spent per visitor; Ireland, Japan, and Germany top the list and Puerto Rico, Australia and Mexico fall to the bottom



Note: Creating Generic Tier definitions and removing raw numbers from table conveys same information. Additional rankings can be added without problem.

Illustrative data only

2019 [Country] Visa Destination Insights Travel Profile to [State]

"[Source: Visa card usage data provided by [insert applicable time period] and incorporates data from other independent research sources."

Summary:

- There were nearly 39,000 unique German issued Visa cards used in Arizona in 2007 representing 5% of international Visa cards in Arizona. (ranking # 37 out of 156 countries)
- German issued Visa card spending in Arizona was over \$20 million in 2007 representing 3.8% of international Visa cards in Arizona. (ranking # 4 out of 156 countries)
- There were over 226,000 German issued Visa card transactions in Arizona in 2007 which represents 4.3% of total international Visa card transactions in Arizona. (ranking # 4 out of 156 countries)
- The average spending per transaction for German issued Visa cards was \$88 (ranking # 115 out of 156 countries). This is below the average spending for all international Visa card transactions in Arizona at \$106.
- The average spending per card for German issued Visa cards was \$15 (ranking # 78 out of 156 countries). This is below the average card spending for all international Visa card transactions in Arizona at \$680.

Consumer/Commercial Distribution

The following table breaks down the type of Visa card usage in Arizona:

	Total Spending	Total Transactions	Average Spending per Transaction
Consumer	79.6%	80.1%	\$77
Commercial	20.4%	19.9%	\$135

- Nearly 80% of German issued card spending was on consumer Visa cards.
- Although 20% of German issued card spending was on commercial Visa cards, the average spending per transaction was \$135 which is much higher than consumer Visa cards at \$77.

 NOT ALLOWED

Footnote Made Generic

Raw Visa #'s projected up to market estimate

Visa/Visa card references deleted

2019 [Country] Visa Destination Insights Travel Profile to [State]

"[Subscriber's] estimate is based on and extrapolated from aggregate, depersonalized card usage data provided by Visa Destination Insights for the period of [insert time period] and incorporates data from other independent research sources."

Summary:

- There were over 64,500 estimated German travelers in Arizona in 2007 who used payment cards: representing 5% of traveler using payment cards in Arizona. (ranking # 37 out of 156 countries)
- German issued card spending in Arizona was estimated over \$33 million in 2007 representing 3.8% of international card spend in Arizona. (ranking # 4 out of 156 countries).
- There were over 370,000 German issued card transactions in Arizona in 2007 which represents 4.5% of total international card transactions in Arizona. (ranking # 4 out of 156 countries)
- The average spending per transaction for German issued cards was \$88 (ranking # 115 out of 156 countries). This is below the average spending for all international card transactions in Arizona at \$106.
- The average spending per card for German issued cards was \$15 (ranking # 78 out of 156 countries). This is below the average card spending for all international card transactions in Arizona at \$680.

Consumer/Commercial Distribution

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	Total Spending	Total Transactions	Average Spending per Transaction
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- Although 20% of German issued card spending was on commercial cards, the average spending per transaction was \$135 which is much higher than consumer cards at \$77.

 PERMITTED

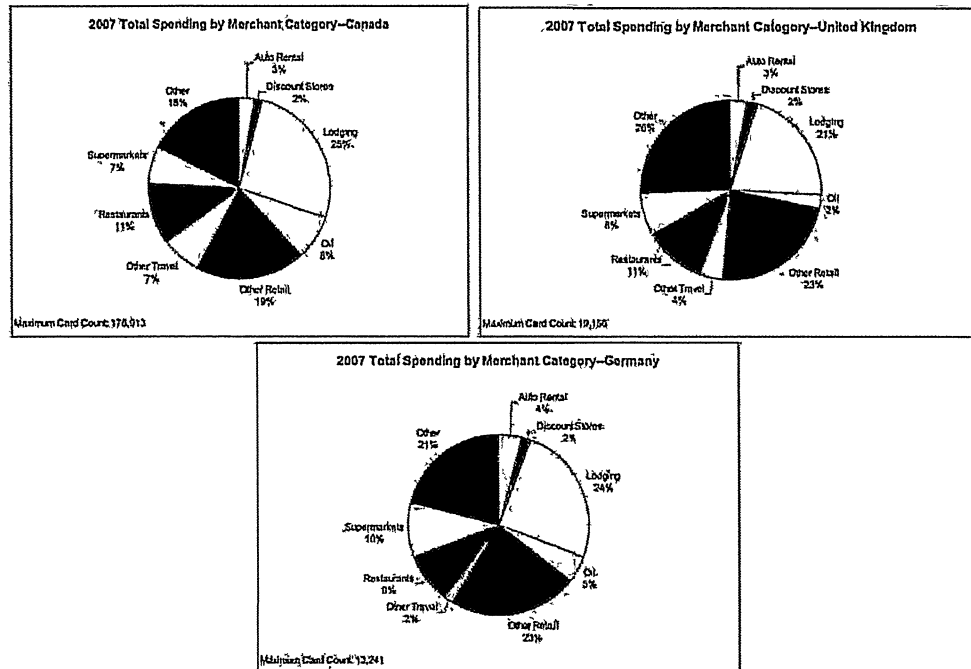
Illustrative data only

Approved for External use



Note: Removed "Visa" reference in Title.
 Changed graph footnotes to read "Visitor count > XXX"

Consumer Card Spending by Merchant Categories for Top Int'l Markets During State* Trips



- Lodging represents one of the largest spending categories for all three top markets followed by "other" and "other retail". Canadian visitors spend significantly more on "oil" than British or German travelers reflecting a larger "drive" market for that country.



Illustrative data only

Permitted for internal use only

Section 4: Seasonality of Commercial Spending by Top International Markets of Origin, CY2019

Originating Country	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
	Number of Card Accounts	Total Spending	Average Spending Per Card Account	Number of Card Accounts	Total Spending	Average Spending Per Card Account	Number of Card Accounts	Total Spending	Average Spending Per Card Account	Number of Card Accounts	Total Spending	Average Spending Per Card Account
TIER 1												
CANADA	3,094	\$1,120,776	\$362.24	2,461	\$1,168,787	\$474.92	1,725	\$941,033	\$545.53	2,318	\$1,075,775	\$464.10
TIER 2												
UNITED KINGDOM	487	\$535,202	\$1,098.98	578	\$521,209	\$901.75	484	\$438,494	\$905.98	525	\$519,325	\$989.19
GERMANY	1,473	\$1,451,496	\$985.40	1,562	\$1,541,577	\$986.93	1,322	\$1,268,095	\$959.22	1,251	\$1,332,888	\$1,065.46
TIER 3												
JAPAN	250	\$351,787	\$1,407.07	299	\$491,510	\$1,643.85	299	\$423,139	\$1,415.18	385	\$818,399	\$2,120.52
FRANCE	135	\$84,712	\$627.50	149	\$89,740	\$602.28	143	\$80,414	\$562.34	171	\$78,869	\$461.22
MEXICO	118	\$97,312	\$824.68	88	\$49,514	\$562.66	81	\$52,650	\$650.00	96	\$71,516	\$744.96
BRAZIL	116	\$81,140	\$699.48	93	\$93,046	\$1,000.49	109	\$82,478	\$756.68	93	\$72,629	\$780.96
ITALY	177	\$108,073	\$610.58	195	\$114,064	\$584.94	197	\$139,010	\$705.63	203	\$166,211	\$818.77
REPUBLIC OF IRELAND	59	\$49,466	\$838.41	70	\$67,978	\$971.11	50	\$61,842	\$1,236.84	67	\$94,078	\$1,404.15
AUSTRALIA	39	\$28,510	\$731.03	51	\$36,961	\$724.73	32	\$20,445	\$638.91	59	\$72,190	\$1,223.56
PUERTO RICO	20	\$21,651	\$1,082.55	24	\$21,332	\$888.83	19	\$25,721	\$1,353.74	20	\$38,770	\$1,938.50

Note: Quarters cannot be added together.

- For Canada, quarter 2 (Apr-Jun) shows the highest total commercial spending while quarter 3 (Jul-Aug) shows the highest average amount per cardholder
- For most of the other top spending countries, the highest total commercial spending occurs in quarter 4 (Oct-Dec) although there is not much fluctuation across quarters for many countries