

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/07/2021  
Contract/Lease Control #: C21-3058-TDD  
Procurement#: NA  
Contract/Lease Type: AGREEMENT  
Award To/Lessee: VISIT FLORIDA  
Owner/Lessor: OKALOOSA COUNTY  
Effective Date: 04/05/2021  
Expiration Date: 03/15/2022  
Description of: VISAVUE AGREEMENT  
Department: TDD  
Department Monitor: ADAMS  
Monitor's Telephone #: 850-609-5387  
Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: C21-3058-JDD Tracking Number: 4348-24  
Procurement/Contractor/Lessee Name: Visa, USR Inc Grant Funded: YES \_\_\_ NO X  
Purpose: Secondary subscriber agent  
Date/Term: 1 yr  
Department #: 1151  
Account #: 548041  
Amount: \$5060.00  
Department: TRD Dept. Monitor Name: Adrian

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
William Date: 6-15-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached Date: 6-18-2021  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 7-7-21  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

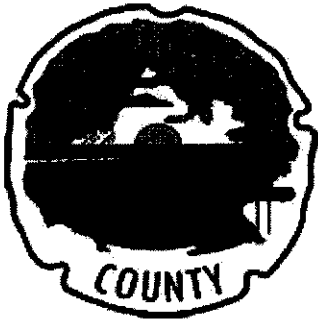
## DeRita Mason

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**From:** Lisa Price  
**Sent:** Friday, June 18, 2021 11:33 AM  
**To:** DeRita Mason  
**Subject:** RE: Visit Florida / Visa - Destination Insights

This is approved by risk, no insurance element.

Lisa Price  
Risk Management  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



"We are forever indebted to those who have given their lives that we might be free."  
Ronald Reagan

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*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.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, June 15, 2021 6:50 AM  
**To:** Kerry Parsons <[kparsons@myokaloosa.com](mailto:kparsons@myokaloosa.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: Visit Florida / Visa - Destination Insights

Good morning,  
Please review and approve the attached.

**From:** Charlotte Dunworth <[cdunworth@myokaloosa.com](mailto:cdunworth@myokaloosa.com)>  
**Sent:** Thursday, July 1, 2021 6:06 AM  
**To:** Jeffrey Hyde <[jhyde@myokaloosa.com](mailto:jhyde@myokaloosa.com)>; DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Subject:** FW: Visit Florida / Visa - Destination Insights

Hi Jeff - you will be receiving the attached agreement from Visa via DocuSign. Unlike years past, we now have to sign an agreement directly with Visa along with our agreement with VisitFlorida (C21-3058-TDD).

LMK if ?'s. Thanks!

**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](http://destinfb.com)**

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**From:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Sent:** Tuesday, June 29, 2021 2:53 PM  
**To:** Charlotte Dunworth <[cdunworth@myokaloosa.com](mailto:cdunworth@myokaloosa.com)>  
**Subject:** Re: Visit Florida / Visa - Destination Insights

I have reviewed response and the agreement again. Not the greatest terms but under the circumstances they are legally sufficient.

Sent from my iPhone

**From:** Charlotte Dunworth  
**Sent:** Tuesday, June 22, 2021 12:45 PM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Subject:** FW: Visit Florida / Visa - Destination Insights

Hi Kerry – please see Visa's response below and attached.

<image002.jpg>

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**Visa Destination Insights Service Subscription Agreement  
(VDI Subscriber)**

THIS SUBSCRIPTION AGREEMENT (“Agreement”) is by and between Visa U.S.A. Inc., a Delaware corporation (“Visa”), having its mailing address at P.O. Box 8999, San Francisco, California, 94128, (phone: 650-432-3200; fax: 650-432-8510); and Board of County Commissioners of Okaloosa County, Florida, a political subdivision of the State of Florida (“VDI 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).

**WITNESSETH:**

**WHEREAS**, Visa offers to destination marketing organizations the Visa Destination Insights reporting service that 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

**WHEREAS**, VDI 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.

**WHEREAS**, VDI Subscriber is a political subdivision of the State of Florida and therefore eligible for special pricing through participation in a VisaVue Domestic and International Service Agreement with Florida Tourism Industry Marketing Coporation d/b/a VISIT FLORIDA.

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

**1. DESCRIPTION AND LIMITATIONS ON USE.**

(a) Subject to the terms of this Agreement, Visa hereby grants to VDI Subscriber a paid, non-exclusive, non-transferable, non-sublicensable, revocable, limited term license to access and use the Service, including reports containing data selected by VDI Subscriber in Exhibit A, attached hereto hereto (“VDI Reports”) in the United States for VDI Subscriber’s (i) own internal uses to develop marketing strategies and plans with respect to its travel and tourism activities. In addition, VDI Subscriber’s use of VDI Reports must be in compliance with applicable laws.

(b) VDI Subscriber agrees that:

(i) all access to the Service is accomplished through Visa Online (“VOL”). VDI Subscriber’s access and continued access to the Service is subject to Lead Subscriber’s continued access and compliance with the terms governing the access and use of VOL. Such compliance includes VDI Subscriber enuring that its authorized personnel do not permit or

allow other persons to have access to or use its VOL user identification and password, and VDI Subscriber must notify Visa immediately of any unauthorized use of user identification or password, or any other actual or potential security breach relating to Lead Subscriber's VOL account. VDI 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) it shall not attempt to disaggregate VDI Reports in an attempt to determine the performance or behaviors of any individual cardholder or specific VDI Subscriber competitor.

(iii) prior to engaging any third party vendor to assist VDI Subscriber with data aggregation or data analysis, Lead Subscriber must obtain a written agreement with such vendor containing provisions that (A) prohibit such vendor from engaging in activities or processes that 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, including the VDI Reports, to another third party, and (C) requires such vendor to destroy or return to VDI Subscriber all Service data, including the VDI Reports, upon completion of any specific task provided to VDI Subscriber by such vendor.

(iv) the Service does not link individual cardholders, households or account numbers to any individual transaction or group of transactions.

(v) in its use of the Service, it shall not engage in any of the following activities: (a) sending spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) sending or storing infringing, obscene, threatening, libelous or otherwise unlawful or tortious materials, including material harms to children or violative of third party privacy rights; (c) sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfering with or disrupting the integrity or performance of the Service or the data contained therein, or unreasonably burdens the infrastructure utilized by Visa or its suppliers to deliver the Service; (e) attempting to gain unauthorized access to the Service or its related systems or networks; or (f) offering the Service as a service bureau or as any other hosted service to any third party.

(vi) in addition to other restrictions contained in this Agreement, VDI Subscriber shall not itself and shall not authorize or knowingly enable others to: (a) use the Service, including the VDI Reports for anything other as expressly permitted under this Agreement; (b) reverse engineer, decompile, disassemble or otherwise attempt to obtain the 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; (c) make copies of any aspect of the Service, in whole or in part, except as necessary to exercise its rights under this Agreement; (d) modify or make derivative works of the Service; (e) 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 VDI Reports, except as necessary to exercise its rights under this Agreement; or (f) distribute, disclose, commercialize, sell, offer to sell, license, import, transfer, lease or loan all or any portion of the Service or VDI Reports. For avoidance of doubt, this subsection (vii) does not

impose any restrictions on VDI Subscriber from utilizing its own VDI Subscriber data or information that is owned by or independently developed by VDI Subscriber without any use of the Service or VDI Reports disclosed under Agreement.

(vii) (A) unless otherwise permitted by Visa or this Agreement, it shall not disclose Service data, including any VDI Reports, to any third parties, including its partners, vendors or other payment card systems, even if Service data, including VDI Reports, is aggregated or combined with other source data for analytical purposes, and (B) it shall retain the VDI Reports provided via the Service for its own use in its possession at all times; provided, however, that VDI Subscriber may use its own statistical conclusions drawn from the VDI Reports in VDI Subscriber's advertising, press releases or other marketing efforts so long as the following conditions are satisfied:

- 1) each VDI Subscriber conclusion or claim ("Claim") drawn from VDI Reports is/are true, correct and not misleading;
- 2) each Claim specifically identifies Visa as a source of the data on which the Claim(s) are based with the following attribution footnote: "[VDI Subscriber'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.";
- 3) The Service data, including VDI Reports, is/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
- 4) VDI Subscriber presents its Claims and modified VDI Reports for distribution to third parties in accordance with the approved Information Distribution Templates and guidelines as set forth in Exhibit C hereto.

(viii) VDI Subscriber will designate one or more access stewards who will manage the access of VDI Subscriber personnel, as appropriate, in accordance with the terms of this Agreement ("Access Steward(s)"). VDI Subscriber shall notify Visa of its Access Stewards using the enrollment form attached hereto as Exhibit D. VDI Subscriber may modify such Access Stewards at any time by notifying Visa of such modifications in accordance with the terms set forth on the Exhibit D – Enrollment Form. All requests to add, delete or modify the access rights to the Service shall originate from an Access Steward that is on file with Visa. Access Steward shall within 24 hours inform Visa of any need to delete or modify access to the Service.

**2. FEEDBACK.** If VDI Subscriber, its agents, subcontractors and affiliates, generates or provides any suggestions, ideas or modifications relating to the Service ("Feedback"), VDI Subscriber hereby grants to Visa, without attribution or cost, all rights necessary for Visa to make use of any and all VDI Subscriber such Feedback for improvement, modification or amendment of the Service (and any other Visa product or service), and to

implement any such Feedback in future versions of the Service (or any other Visa product or service), for making available to VDI Subscriber VDI 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 the VDI Reports are the valuable property of Visa. Service and the VDI Reports provided by Visa under the Agreement are an original compilation protected by US 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 the VDI Reports. The Visa Service are licensed as set forth in Section 1 above and not sold

**4. FEES.** Visit Florida (“Visit Florida”), a Destination Marketing Organization, will pay Visa for VDI Subscribers access to the Service, including the VDI Reports, in accordance with the pricing terms and conditions set forth in such Exhibit B, attached hereto.

**5. INDEMNIFICATION.**

(a) To the extent permitted by law, VDI 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) a breach of this Agreement by VDI Subscriber and/or any of its personnel; or (ii) the negligence or intentional misconduct of VDI Subscriber and/or any of its personnel. This provision in no way waives any immunities as provided by law that VDI Subscriber may have.

(b) VDI Subscriber agrees that, due to the unique nature of Confidential Information (as defined in Section 9.1), the 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, VDI 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 VDI Subscriber, without the necessity of posting any bond or other security. VDI Subscriber shall notify Visa in writing immediately upon VDI Subscriber becoming aware of any such breach or threatened breach.

**6. DISCLAIMER.** The Service data, including the VDI Reports, is provided by Visa on an “as is” basis without any warranties of any kind, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and/or non-infringement. Visa (including its licensors) does not warrant that the Service or VDI Reports will be uninterrupted, timely, accurate, reliable, updated, correct or secure; that the Service or VDI Reports will be available at any particular time or location; that any defects or errors will be corrected; or that the Service or VDI Reports are free of viruses or other harmful components. The Service data, including VDI Reports, 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, including the VDI Reports, 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 TWELVE (12) 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 ("Term").

(b) VDI 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 8(c), and VDI Subscriber objects in writing within thirty (30) days of VDI Subscriber's receipt of written notice from Visa of such modification or change.

(c) Visa reserves the right 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 VDI Subscriber in writing of any anticipated change to the Service that may reasonably have a material adverse effect on the Service.

(d) Visa may terminate this Agreement immediately upon written notice if: (i) VDI Subscriber is in breach of this Agreement, including any misuse of the Service or VDI Reports (ii) a change in applicable law makes termination appropriate in Visa's sole discretion.

(e) Visa shall have no obligation to refund to VDI Subscriber any fees paid for the Service.

**9. CONFIDENTIALITY, PUBLICITY.**

(a) The term "Confidential Information" shall mean: this Agreement and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which (i) Visa discloses, in writing, orally or visually, to VDI Subscriber, or to which VDI Subscriber has access, in connection with the negotiation and performance of this Agreement, and (ii) relates to (1) Visa or any Visa Affiliate (as defined in Section 10), (2) other customers of Visa or any Visa Affiliate, or (3) third-party vendors or licensors who have made confidential or proprietary information available to Visa.

(b) VDI Subscriber hereby agrees on behalf of itself and its 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 to: (i) its representatives; (ii) subcontractors and other third-parties specifically permitted under this Agreement, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section 9; (iii) employees with a need to know who are obligated to hold such information confidential, and (iv) as required by law or as otherwise permitted by this Agreement, either during the term or after the termination of this Agreement. Prior to any disclosure of Confidential Information as required by law, VDI Subscriber shall (y) notify Visa of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (z) cooperate with Visa’s reasonable, lawful efforts to resist, limit or delay disclosure.

(c) The obligations of confidentiality in this Section 9 shall not apply to any information which VDI Subscriber rightfully has in its possession when disclosed to it by Visa, information which VDI Subscriber independently develops, information which is or becomes known to the public other than by breach of this Section 9 or information rightfully received by VDI Subscriber from a third party without the obligation of confidentiality.

(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 VDI 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 parties 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 VDI Subscriber is specifically identified in such disclosure. Each party shall review all submissions and notify the other parties in writing within five (5) business days of its approval, which shall not be unreasonably withheld. VDI Subscriber acknowledges and agrees, subject to approval of copy, that Visa may announce VDI Subscriber’s participation in the Service.

(e) Upon the earliest of: (i) the termination or expiration of this Agreement or (ii) Visa’s request, VDI Subscriber will promptly return to Visa, at no cost to Visa, all Visa Confidential Information and property. Alternatively, if so directed by Visa, VDI Subscriber will destroy, at no cost to Visa, all Visa Confidential Information according to Visa’s instructions or relevant industry best practices if no instructions are provided, and all copies thereof, in VDI Subscriber’s possession or control, and will provide a certificate signed by an officer of VDI Subscriber that certifies such return or destruction in detail acceptable to Visa.

(f) Notwithstanding the foregoing, Visa acknowledges that VDI Subscriber is subject to and adheres to Chapter 119, Florida Statutes (“F.S.”), and may only withhold and keep confidential those records in its possession that are made confidential or exempt from disclosure by Florida law. Visa believes that the Service data is exempt from disclosure under Chapter 119, F.S., as trade secret material as defined in section 812.081(c), F.S., and VDI Subscriber will treat all information accordingly. Should VDI Subscriber receive a request for

public records under Chapter 119, VDI Subscriber shall immediately notify Visa, and Visa shall have the opportunity, at its expense, to claim any statutory exemption prior to VDI responding to any such request and Visa shall, at its expense to any necessary protective actions in a court of law. For the avoidance of doubt, Visa's failure to respond to any such opportunity to claim a statutory exemption shall not be deemed as Visa approving a disclosure or waiving its opportunity to claim such a statutory exemption.

**10. CHOICE OF LAW.** This Agreement shall be interpreted according to the laws of the State of Florida.

**11. NOTICE.** Notice to each party under this Agreement shall be sent to the respective address shown above unless a written change of address is received by the notifying party. If notice is sent to an address, it shall be deemed validly sent upon deposit via registered mail or via an express courier service, and shall be deemed received five (5) days after the date of such deposit.

**12. MISCELLANEOUS.**

(a) Entire Agreement. Except as expressly indicated herein, this Agreement and its attached Exhibits, which are incorporated herein by reference, represent the entire agreement between the parties relating to the subject matter hereof. In the event of a conflict between the terms of this Agreement and any other document, the terms of this Agreement shall control.

(b) Modification/Waiver. No modification or waiver of this Agreement or the Exhibits hereto shall be binding unless it is in writing and signed by both parties.

(c) Severability. 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.

(d) Assignment. Each party 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 consent of the other party, which consent shall not unreasonably withheld; provided that Visa may assign this Agreement to any a subsidiary, parent, joint venture, partner, or any other entity which, in whole or in part, is owned by, owns, or has a common owner with Visa, Visa Inc., Visa International Service Association, Visa Canada Inc. or Visa Technology & Operations LLC (each a "Visa Affiliate"). Any assignment in contravention of this provision will be null and void. Subject to the foregoing limits on assignment and delegation, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

(e) Survival. The terms of this Agreement that by their sense and context are intended to survive termination hereof will so survive, including without limitation, the following Sections: 1(b), 2, 3, 5 through 12.

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

VISA U.S.A. INC.

DocuSigned by:  
By   *Jacqueline Simpson*    
Name   Jacqueline Simpson    
Title   Senior Director    
Date   7/1/2021 | 10:58 PDT  

Board of County Commissioners  
of Okaloosa County, Florida

DocuSigned by:  
By   *Jeffrey Hyde*    
Name   Jeffrey A Hyde    
Title   Purchasing Manager    
Date   7/1/2021 | 09:11 PDT  

~~VISIT FLORIDA~~

DocuSigned by:  
By   *Craig Thomas*    
Name   Craig Thomas    
Title   COO    
Date   7/1/2021 | 10:47 PDT

## **Exhibit A – Visa Destination Insights Service Subscription**

### **Key Terms and Conditions of Visa Destination Insights Service Subscription**

**Reporting Area:** Reporting Areas are defined by the VDI Subscriber as groupings of one or more postal codes that it would like to view aggregated Subscription Data.

**Subscription Data:** The Visa Destination Insights web application will present the aggregate number of cardholders, number of transactions, and sales volume along with various other metrics and dimensions that Visa may change from time to time. Visa Destination Insights will not include personally identifiable cardholder, issuer or merchant information and will not identify individual cardholder, issuer or merchant patterns. Subscription Data will include data as it becomes available during the Term per the Subscription Data Update Frequency and two years of historical data.

**Subscription Data Update Frequency:** Data in the application are generally updated within 45 days following the end of each calendar quarter. Depending on the report package selected, during the Term, Visa will update data for the Subscription Package selected on the Master Subscription and Pricing Form.

**Subscription Package:** The VDI Subscriber selects a Subscription Package on the Master Subscription and Pricing Form for each Reporting Area that they would like access to in the Visa Destination Insights web application during the Term.

**User Access:** Visa will provide access to Visa Destination Insights web application through Visa Online to the individual or individuals (not to exceed three) designated by VDI Subscriber to Visa in writing.

### **Subscription Package Options**

**International Subscription Package** includes cross-border spend within the designated Reporting Area broken out by originating country. Optionally, the VDI Subscriber may define additional Reporting Areas within its business area. Each additional Reporting Area will be priced separately.

**U.S. Domestic Subscription Package** includes U.S. domestic spend within the designated Reporting Area broken out by originating core based statistical area (CBSA). The VDI Subscriber may define up to five (5) Reporting Areas within its business area as part of the base subscription. Additional Reporting Areas will be priced separately.

**Combined Subscription Package** includes cross-border spend and U.S. domestic spend within the designated Reporting Area broken out by originating country and originating core based statistical area (CBSA). The VDI Subscriber may define up to five

(5) Reporting Areas within its business area for U.S. domestic spend and one (1) Reporting Area within its business area for cross-border spend as part of the base subscription. Additional Reporting Areas will be priced separately.

**Exhibit B – Master Subscription and Pricing Form**

**Visa Destination Insights Service Master Subscription**

As part of execution of Agreement, VDI Subscriber will select their desired Master Subscription Package, as well as an optional add-on Reporting Areas, for the Term.

	<b>International Subscription Package</b> (includes 1 Reporting Area)	<b>U.S. Domestic Subscription Package</b> (includes up to 5 Reporting Areas)	<b>Combined Subscription Package</b> (includes 1 Reporting Area for International Subscription and up to 5 Reporting Areas for U.S. Domestic Subscription)
<b>Select desired Master Subscription</b> (Check Appropriate Column)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<b>International Subscription</b>	<b>U.S. Domestic Subscription</b>	<b>Combined Subscription</b>
<b>Select desired Add-On Subscriptions</b> (List number of desired additional Reporting Areas)			

**Visa Destination Insights Service Pricing Form**

**Report Pricing:**

At the start of Initial Term and Renewal Term(s), VISIT FLORIDA will invoice VDI Subscriber for the annual package price for the Visa Destination Insights Subscription Package selected. Visa shall invoice VISIT FLORIDA in accordance with the terms of that Visa Destination Insights Service Subscription Agreement entered into by and between the Visa and Visit Florida effective as of March 19, 2021, as amended.

**Determining Package Pricing:**

Based on the VDI Subscriber’s desired Subscription Package selected above, the below section lists the package pricing. This selection when reviewed and agreed to by Visa shall constitute the package pricing for the Term.

	International		Domestic		Combined		Total
	Subs	Cost	Subs	Cost	Subs	Cost	
<b>Subscription Package (Annual Payment)</b>		\$2,310		\$3,500	1	\$5,060	\$5,060
<b>Add-On Per Reporting Area (Annual Payment)</b>							

**Exhibit C – Approved Information Distribution Templates and Guidelines**  
Visa Destination Insights Product Office to provide



**Exhibit D – Access Steward Enrollment Form**

**VISA DESTINATION INSIGHTS (VDI) – ACCESS STEWARD DESIGNATION FORM**

As part of the Effective Date (defined below) of this Enrollment Form, the undersigned VDI Subscriber hereby designates the individual listed below as the authorized Access Steward for VDI Subscriber identified below and that person shall be primarily responsible for:

1. Managing the VDI users and profile information for such VDI access;
2. Communicating with Visa concerning such users and profile information, which includes approving and notifying Visa of any changes and additions required to profiles and users.

Such Access Steward shall be the authorized individual to manage the VDI access user and profile information for VDI Subscriber and to communicate with Visa concerning such users and profile information until such time that VDI Subscriber revokes this authorization.

<b>VDI Subscriber Name</b>	Board of County Commissioners of Okaloosa County, Florida
<b>Access Steward Name</b>	Charlotte Dunworth
<b>Access Steward email</b>	cdunworth@myokaloosa.com
<b>Signature of Authorized Representative</b>	DocuSigned by: <i>Jeffrey Hyde</i> 6515BDPC31AB405...
<b>Date (“Effective Date”)</b>	7/1/2021   09:11 PDT

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/04/2021

Contract/Lease Control #: C21-3058-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: VISIT FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/05/2021

Expiration Date: 03/15/2022

Description of: VISAVUE AGREEMENT

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-609-5387

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

Closed: June 4, 2021

Cc: BCC RECORDS

**CONTRACT CLOSE-OUT CHECKLIST**  
 (To Be Prepared by the Contracts & Lease Coordinator)

**DATE:** May 21, 2021

**TO:** Finance Department

**SUBJECT:** Contract No. C21-3058-TDD

**MANAGING DEPARTMENT:** TDD

**CONTRACTOR'S NAME:** VISIT FLORIDA

**PROJECT TITLE:** VISAVUE AGREEMENT

The attached has met the final payment contract requirement in subject contract.

	<b>Yes</b>	<b>No</b>
1. Final Invoice	<b>X</b>	
2. Completed Contract/Lease Payment Approval Form	<b>X</b>	
3. Close-Out Documents	<b>Yes</b>	<b>No</b>
a. Signed Release of Lien		<b>X</b>
b. Proof of Completion Advertisement		<b>X</b>
c. Certificate of Insurance		<b>X</b>
d. Consent of Surety to Final Payment		<b>X</b>
e. Proof of Performance/Payment Bond Continuation 12 Months Following Final Payment		<b>X</b>
f. Grants approval/signature		<b>X</b>
4. Remarks		

**Faye Douglas**

Digitally signed by Faye  
 Douglas  
 Date: 2021.05.19 14:03:39  
 -05'00'

\_\_\_\_\_  
 OMB DIRECTOR

\_\_\_\_\_  
 DATE

# VISITFLORIDA<sup>®</sup>

Please remit payments to our address below:  
 2540 W. Executive Center Circle, Suite 200 | Tallahassee, FL 32301

Phone: (850) 488-5607  
 Fax: (850) 201-6904  
 Email: [accounting@VISITFLORIDA.org](mailto:accounting@VISITFLORIDA.org)  
 Web: [www.VISITFLORIDA.com](http://www.VISITFLORIDA.com)

<b>Bill To:</b>
Attn: Charlotte Dunworth Okaloosa County Tourist Development Department Attn: Charlotte Dunworth 1540 Miracle Strip Parkway SE Fort Walton Beach, FL 32548

<b>Invoice #</b>	00077200
<b>Type</b>	Invoice
<b>Date</b>	03/31/2021
<b>Due Date</b>	03/31/2021
<b>Contract #</b>	73592
<b>P.O. #</b>	

<b>Ship To:</b>
Okaloosa County Tourist Development Department 302 N Wilson St., Suite 203 Crestview, FL 32536

## Invoice Detail

Product	Description	Qty	Rate	Amount
Visa Destination Insights - Domestic	(Applies To: Okaloosa County Tourist Development Department) 2/1/2021 - 1/31/2022	1		\$3,050.00
Visa Destination Insights - International	(Applies To: Okaloosa County Tourist Development Department) 2/1/2021 - 1/31/2022	1		\$2,010.00
<b>Total</b>				\$5,060.00
<b>Amount Received</b>				\$0.00
<b>Credit Memo Applied Amount</b>				\$0.00
<b>Amount Due</b>				<b>\$5,060.00</b>
<b>Thank you for your continued support!</b>				
<b>Comments:</b>				
2021 Visa Destination Insights - Okaloosa County				

CONTRACT#: C21-3058-TDD  
VISIT FLORIDA  
VISAVUE AGREEMENT  
EXPIRES: 03/15/2022

**VisaVue Domestic and International Service Agreement between  
Florida Tourism Industry Marketing Corporation, d/b/a VISIT FLORIDA,  
and Okaloosa County Tourist Development Department**

**THIS AGREEMENT**, entered into and effective on the date it is signed by both parties ("the Effective Date") by and between the Florida Tourism Industry Marketing Corporation, doing business as VISIT FLORIDA®, hereinafter referred to as "VISIT FLORIDA", and 1540 Miracle Strip Parkway SE, Fort Walton Beach, FL 32548, hereinafter referred to as "Subscriber".

**WHEREAS**, Subscriber will be granted a secondary subscriber license, as defined in Attachment 1 hereto ("Secondary Subscriber Agreement"), to review and analyze the Visa cardholder transaction data for visitors within the United States as described in Attachment 1 hereto, including cardholder count, transaction count, aggregate United States dollar transaction amount and average ticket count upon execution of VisaVue's Secondary Subscriber Agreement.

1. **Compensation and Payment.** VISIT FLORIDA will invoice the Subscriber upon execution of Agreement in the amount of \$5,060.00 for the services outlined in Exhibit 1 hereto, "Secondary Subscriber Agreement," which is attached hereto and incorporated as an integral part of this Agreement.

Payments for all invoices are due within 30 days of receipt of invoice.

2. **Term.** This Agreement shall be effective as of the date it is fully executed by the parties and continue in full force until March 15, 2022.

3. **Bankruptcy or Change of Ownership.** Subscriber shall notify VISIT FLORIDA if Contractor files for bankruptcy or changes ownership, within five (5) business days of such filing or change in ownership. VISIT FLORIDA shall have the right to terminate this Agreement immediately upon receipt of such notification.

4. **Termination.** This Agreement may be terminated by VISIT FLORIDA with twenty-four (24) hours' written notice upon the failure of Subscriber to: (1) remit payment within the time specified herein; (2) honor any term of the Contract and/or Secondary Subscriber Agreement; or (3) abide by any requirement of law.

5. **Public Records.** VISIT FLORIDA adheres to Chapter 119, Florida Statutes ("F.S."), relating to public records, and those portions of Chapter 286, F.S., relating to public meetings and records, and may only withhold and keep confidential those records in its possession that are made confidential or exempt from disclosure by Florida law. The information contained in Section 6 herein will be made public via the posting of this Agreement to VISIT FLORIDA's website, in addition to the posting of VISIT FLORIDA's lead subscriber agreement to

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/06/2021  
Contract/Lease Control #: C21-3058-TDD  
Procurement#: NA  
Contract/Lease Type: AGREEMENT  
Award To/Lessee: VISIT FLORIDA  
Owner/Lessor: OKALOOSA COUNTY  
Effective Date: 04/05/2021  
Expiration Date: 03/15/2022  
Description of: VISAVUE AGREEMENT  
Department: TDD  
Department Monitor: ADAMS  
Monitor's Telephone #: 850-609-5387  
Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: TRSD Tracking Number: 4280-21  
Procurement/Contractor/Lessee Name: Visit Florida Grant Funded: YES \_\_\_ NO X  
Purpose: visavue service agreement  
Date/Term: 3-15-2022  
Department #: 1151  
Account #: 548041  
Amount: 5,060.00  
Department: TRSD Dept. Monitor Name: ddons

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: 4-1-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no federal buy Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached Date: 4-2-21  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 4-2-21  
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:** Lisa Price  
**Sent:** Friday, April 2, 2021 8:22 AM  
**To:** DeRita Mason  
**Subject:** RE: Agreement:2021 Visa Destination Insights - Okaloosa County

This is approved by Risk, no insurance element.

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



"Kindness is the language which the deaf can hear and the blind can see"  
Mark Twain

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*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:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, April 1, 2021 4:22 PM  
**To:** 'Parsons, Kerry' <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** FW: Agreement:2021 Visa Destination Insights - Okaloosa County

Good afternoon,  
Please review and approve the attached.

Thank you

DeRita Mason



## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, April 2, 2021 9:09 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** RE: Agreement:2021 Visa Destination Insights - Okaloosa County

This agreement is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070

**Kparsons@ngn-tally.com**

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, April 1, 2021 5:22 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** FW: Agreement:2021 Visa Destination Insights - Okaloosa County

Good afternoon,  
Please review and approve the attached.

Thank you

DeRita Mason



DeRita Mason, CPF, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department

**VisaVue Domestic and International Service Agreement between  
Florida Tourism Industry Marketing Corporation, d/b/a VISIT FLORIDA,  
and Okaloosa County Tourist Development Department**

**THIS AGREEMENT**, entered into and effective on the date it is signed by both parties ("the Effective Date") by and between the Florida Tourism Industry Marketing Corporation, doing business as VISIT FLORIDA®, hereinafter referred to as "VISIT FLORIDA", and 1540 Miracle Strip Parkway SE, Fort Walton Beach, FL 32548, hereinafter referred to as "Subscriber".

**WHEREAS**, Subscriber will be granted a secondary subscriber license, as defined in Attachment 1 hereto ("Secondary Subscriber Agreement"), to review and analyze the Visa cardholder transaction data for visitors within the United States as described in Attachment 1 hereto, including cardholder count, transaction count, aggregate United States dollar transaction amount and average ticket count upon execution of VisaVue's Secondary Subscriber Agreement.

1. **Compensation and Payment.** VISIT FLORIDA will invoice the Subscriber upon execution of Agreement in the amount of \$5,060.00 for the services outlined in Exhibit 1 hereto, "Secondary Subscriber Agreement," which is attached hereto and incorporated as an integral part of this Agreement.

Payments for all invoices are due within 30 days of receipt of invoice.

2. **Term.** This Agreement shall be effective as of the date it is fully executed by the parties and continue in full force until March 15, 2022.
3. **Bankruptcy or Change of Ownership.** Subscriber shall notify VISIT FLORIDA if Contractor files for bankruptcy or changes ownership, within five (5) business days of such filing or change in ownership. VISIT FLORIDA shall have the right to terminate this Agreement immediately upon receipt of such notification.
4. **Termination.** This Agreement may be terminated by VISIT FLORIDA with twenty-four (24) hours' written notice upon the failure of Subscriber to: (1) remit payment within the time specified herein; (2) honor any term of the Contract and/or Secondary Subscriber Agreement; or (3) abide by any requirement of law.
5. **Public Records.** VISIT FLORIDA adheres to Chapter 119, Florida Statutes ("F.S."), relating to public records, and those portions of Chapter 286, F.S., relating to public meetings and records, and may only withhold and keep confidential those records in its possession that are made confidential or exempt from disclosure by Florida law. The information contained in Section 6 herein will be made public via the posting of this Agreement to VISIT FLORIDA's website, in addition to the posting of VISIT FLORIDA's lead subscriber agreement to

its website. Subscriber agrees to fully cooperate with VISIT FLORIDA regarding its efforts to comply with the requirements of Florida's public records laws. VISIT FLORIDA will post this Agreement in its entirety on its website for public viewing. All expenditure information concerning this Agreement may be made public at any point in time unless otherwise made confidential by Florida law. Nothing in this paragraph, however, shall operate to relieve Subscriber of its obligation to comply with the confidentiality provisions of Paragraph 5 of the Secondary Subscriber Agreement attached hereto.

**6. Agreement Managers:**

VISIT FLORIDA  
c/o Paul Clements  
2540 W. Executive Center Circle, Suite 200  
Tallahassee, Florida 32301  
(850) 205-3860  
[pclements@visitflorida.org](mailto:pclements@visitflorida.org)

Okaloosa County Tourist Development Department  
c/o Charlotte Dunworth  
1540 Miracle Strip Parkway SE  
Fort Walton Beach, FL 32548  
[cdunworth@myokaloosa.com](mailto:cdunworth@myokaloosa.com)  
(850) 651-7131

7. **Modification.** This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized signer of the Subscriber and an authorized signer of VISIT FLORIDA.
8. **Indemnification.** To the extent permitted by law, subscriber agrees to indemnify, defend, and hold harmless VISIT FLORIDA and its affiliates, successors, assigns, officers, directors, employees, and agents from and against any and all third party claims, suits, judgments or damages, including interest and attorney fees and costs, relating to this Agreement and to the Secondary Subscriber Agreement attached hereto. VISIT FLORIDA shall not assume any liability for the acts, omissions to act, or negligence of Subscriber or its affiliates, successors, assigns, officers, directors, employees, and/or agents. In all instances, Subscriber shall be responsible for any legal wrongdoing resulting from any act or omission to act, including any breach of its obligations pursuant to this Agreement and/or the Secondary Subscriber Agreement attached hereto.

9. **Limitation of Liability.** Neither Subscriber nor VISIT FLORIDA shall be liable for any matter relating to this Agreement and the Secondary Subscriber Agreement attached hereto, including liability for any contract, tort (including but not limited to negligence and strict liability), or any other theory for any incidental, consequential, special, indirect, exemplary, or punitive damages or loss, or for any lost revenue, profits, income, business reputation or opportunity.
10. **Venue.** This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the appropriate state Court in the Second Judicial Circuit in and for Leon County, Florida. Contractor and VISIT FLORIDA waive any right to a jury trial. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.
11. **Non-Discrimination.** Subscriber agrees to comply with all provisions of United States and Florida law and policy regarding equal employment opportunities. Subscriber also agrees to provide a harassment-free workplace and give priority management attention and action to any allegation of harassment.
12. **Contract Eligibility.** VISIT FLORIDA's funding agreement with the State of Florida places limitations on its ability to subcontract with certain vendors. Therefore, Subscriber affirms that it is not (1) listed on Florida's Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on Florida's Scrutinized Companies with Activities in Sudan List or Florida's Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., (4) engaged in business operations in Cuba, Syria, or Venezuela, (5) listed on Florida's Discriminatory Vendor List created pursuant to s. 287.134, F.S., or (6) listed on the State of Florida's convicted vendor list established pursuant to s. 287.133. Subscriber agrees that should any of the above affirmations become false during the term of the Agreement that VISIT FLORIDA may terminate the Agreement immediately. Subscriber agrees to provide VISIT FLORIDA with written notice immediately should any of the above affirmations become false during the term of the Agreement.
13. **Record Maintenance.** Subscriber shall retain and maintain for a period of five years all records relating to this Agreement and shall make such records available for an audit as may be requested. Records shall include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.

14. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default under this Agreement will impair any such right, power, or remedy of either Party, nor will such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
15. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.
16. **Merger.** This writing, including Attachment 1 hereto, contains the entire understanding of the parties with respect to the performance of services under this Agreement. No representations made or relied upon by either Party, other than those that are expressly set forth in this Agreement, are a part of this Agreement. Any "purchase order," or similar document generated by Subscriber or received by VISIT FLORIDA shall be for billing reference only and, notwithstanding any terms and/or conditions set forth therein, such document shall not take precedence over this Agreement in any manner whatsoever.
17. **Modification.** This Agreement may not be altered, modified, amended, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the Parties. Additionally, any such modification, amendment or change becomes effective as of the last date signed by the necessary Parties or such later date as the Parties may agree therein. However, either Party may change its Agreement Manager and contact information by notifying the other Party's Agreement Manager by electronic mail.
18. **E-Verify.** VISIT FLORIDA is required by law to include in all of its contracts the requirement that all contractors performing work or providing services to VISIT FLORIDA utilize the E-Verify system to verify the employment eligibility of all new employees hired by the contractor to work in the United States during the term of the subcontract. Subscriber will use the E-Verify system to verify that all new employees it hires to work in the United States are lawfully authorized to work in the United States. Subscriber attests that it does not employ, contract, or subcontract with any individual or individuals to do work in the United States of America who are unauthorized to perform work in the


United States of America. By signing this document, I declare under penalty of perjury that I have read this paragraph and the facts stated in it are true.

19. **Compliance with Laws.** Subscriber agrees to comply with all applicable national, state, and local laws in the performance of its obligations pursuant to this Agreement.
20. **Attorney Fees.** Unless authorized by law and agreed to in writing by VISIT FLORIDA, VISIT FLORIDA shall not be liable to pay attorney fees, costs, interest, or cost of collection in conjunction with this Agreement.
21. **Execution of Agreement.** The parties agree that the execution of this Agreement may be by electronic signature and maintained and transacted by electronic record. Additionally, this Agreement may be signed in any number of counterparts. Each counterpart is an original. Together, all counterparts form one single document.

**IN WITNESS HEREOF**, the parties have caused their hands and seals to be set to this Agreement by their respective officials hereto.

**Florida Tourism Industry Marketing Corporation, d/b/a VISIT FLORIDA®**

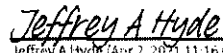
**Okaloosa County Tourist Development Department**

  
Craig Thomas (Apr 5, 2021 19:38 EDT)  
Signature: \_\_\_\_\_

Printed Name: Craig Thomas

Title: COO

Date: Apr 5, 2021

  
Jeffrey A Hyde (Apr 2, 2021 11:16 CDT)  
Signature: \_\_\_\_\_

Printed Name: Jeffrey A Hyde

Title: Purchasing Manager

Date: Apr 2, 2021

**VisaVue Travel Reporting Service  
Secondary Subscriber Agreement**

THIS AGREEMENT is by and between Visa U.S.A. Inc., a Delaware corporation ("Visa"), having its mailing address at P.O. Box 8999, San Francisco, California, 94128, (phone: 650-432-3200; fax: 650-432-8510); Florida Tourism Industry Marketing Corporation, doing business as VISIT FLORIDA, a Destination Marketing Organization ("Lead Subscriber"), having an office and its principal place of business at 2540 W. Executive Center Circle, Suite 200, Tallahassee, FL 32301 (phone: 850-488-5607; fax: 850-201-6908); and Okaloosa County Tourist Development Department ("Secondary Subscriber"), having an office and its principal place of business at 1540 Miracle Strip Parkway SE, Fort Walton Beach, FL 32548 (phone: (850) 651-7131).

**WITNESSETH:**

**WHEREAS**, Visa is offering to selected Destination Marketing Organizations within the Lead Subscriber's state such as Secondary Subscriber, a proprietary VisaVue Travel Reporting Service that compiles aggregate depersonalized Visa cardholder transaction data for selected market segments of international visitors to or domestic customers within the United States, to generate state and regional reports (the "Service");

**WHEREAS**, Visa provides the Service to Lead Subscriber and Lead Subscriber desires to resell the Service to Secondary Subscriber to review and analyze this aggregate Visa cardholder transaction data for international visitors to or domestic customers within the United States, including cardholder count, transaction count, aggregate United States dollar transaction amount and average ticket count; and

**WHEREAS**, Secondary Subscriber desires to subscribe to the Service on the terms and conditions set forth in this Agreement.

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

**1. DESCRIPTION AND LIMITATIONS ON USE.**

(a) Visa will provide Lead Subscriber with the reports containing Service data selected by Secondary Subscriber as set forth in Exhibit A hereto ("VisaVue Travel Reports") and Lead Subscriber will provide such Reports directly and promptly to Secondary Subscriber. Secondary Subscriber will pay Lead Subscriber for the Service in accordance with the pricing terms and conditions separately agreed in writing between Lead Subscriber and Secondary Subscriber. Lead Subscriber and Secondary Subscriber agree that (i) Lead Subscriber is solely responsible to Secondary Subscriber for resolution of pricing, refund and payment issues and shall make any and all refund payments to Secondary Subscriber required by the terms and conditions of Lead Subscriber's separate pricing agreement with Secondary

Subscriber, and (ii) Visa shall have no liability to Lead Subscriber and/or Secondary Subscriber for refunds, pricing or payments under this Agreement.

(b) Secondary Subscriber understands and agrees that, except as provided in Section 1(h), the Service is provided solely for Secondary Subscriber's use in developing marketing strategies and plans with respect to its travel and tourism activities. Secondary Subscriber agrees:

(i) (A) except as otherwise required by law and except as provided under subparagraph (d) herein, not to disclose Service data to any third parties, including but not limited to partners, vendors or other payment card systems, even if Service data is aggregated or combined with other source data for analytical purposes, and (B) to retain the VisaVue Travel Reports it purchases through Lead Subscriber in its possession at all times;

provided, however, that Secondary Subscriber may use its own statistical conclusions drawn from Service data in Secondary Subscriber's advertising, press releases or other marketing efforts so long as the following conditions are satisfied:

(1) each Secondary Subscriber conclusion or claim drawn from Service data is true, correct and not misleading;

(2) each Secondary Subscriber conclusion or claim specifically identifies Visa as a source of the data on which the conclusions are based with the following attribution footnote: "[Secondary Subscriber's] estimate is based on and extrapolated from aggregate card usage data provided by VisaVue® *Travel* for the period of [insert applicable time period] and incorporates data from other independent research sources.";

(3) Secondary Subscriber presents its conclusions, claims and modified Service data for distribution to third parties in any one or more of the approved Information Distribution Templates and in accordance with the guidelines all as set forth in Exhibit B hereto; and

(4) Service data is not specifically referenced in such advertising, press releases or other marketing efforts, except as required by applicable law for claims substantiation.

(c) Secondary Subscriber agrees not to attempt to disaggregate Service data in an attempt to determine the performance or behaviors of any individual cardholder or specific Secondary Subscriber competitor.

(d) Notwithstanding the requirements of subparagraph (i)(A) herein, Secondary Subscriber may provide the Service data to a third-party vendor for the limited purpose of obtaining data aggregation or analysis services with respect to the Service data. However, should Secondary Subscriber enter into such a service agreement, Secondary Subscriber agrees to obtain in advance of any engagement the agreement in writing of any third party vendor engaged by Secondary Subscriber



for data aggregation or analysis purposes that (i) such vendor's processes will not permit the results of such aggregation, analysis or other vendor service to be accessed in any manner that would reveal or otherwise identify the Service data; (ii) such vendor will not retain, transfer or otherwise disclose the Service data in any manner or through any medium, and (iii) such vendor will destroy or return to Secondary Subscriber all Service data upon completion of any specific task included as part of the service provided to Secondary Subscriber by such vendor.

(e) Secondary Subscriber understands and acknowledges that Service data is provided by Visa on an "as is" basis without any 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 (i) as to the accuracy of the data, (ii) that the Service data reflects Visa cardholder spending patterns for relevant market segments taken as a whole, or (iii) as to the validity of the statistical approaches used in Visa's data aggregation.

(f) Secondary Subscriber understands and acknowledges that the Service does not link individual cardholders, households or account numbers to any individual transaction or group of transactions.

(g) Secondary Subscriber hereby grants Visa, without attribution or cost, all rights necessary for Visa to use any and all suggestions or ideas generated by Secondary Subscriber personnel for improvement of the Service and to implement any such suggestions or ideas in future versions of the Service, or any other service, as it is made available to Secondary Subscriber and/or to any other party.

(h) Secondary Subscriber agrees that Lead subscriber may retain a copy of the VisaVue Travel Reports requested by Secondary Subscriber for Lead Subscriber's use in its own marketing activities in accordance with the terms and conditions of the Lead Subscriber Agreement between Visa and Lead Subscriber. Such data sharing with Lead Subscriber does not constitute a breach of Section 5.

(i) Visa expressly reserves the right to terminate this Agreement immediately if Visa determines, in its sole discretion that misuse of the Service has occurred in breach of this Agreement.

(j) Visa will use commercially reasonable efforts to deliver the VisaVue Travel Reports to Lead Subscriber on schedule, provided, however, that Visa shall not be liable to Lead Subscriber or Secondary Subscriber for any damages caused by late or misdelivered VisaVue Travel Reports. Secondary Subscriber's sole remedy for late or misdelivered VisaVue Travel Reports will be Visa's delivery of the current VisaVue Travel Report to Lead Subscriber as soon as is reasonably practical after Visa learns of any such late or misdelivered VisaVue Travel Report and Lead Subscriber's delivery of such VisaVue Travel Report to Secondary Subscriber. Lead

Subscriber and Secondary Subscriber agree that Lead Subscriber is solely responsible for delivery of the VisaVue Travel Reports to Secondary Subscriber and that Visa shall have no liability to Lead Subscriber or Secondary Subscriber for late or misdelivered VisaVue Travel Reports.

(k) Visa reserves the right 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 Lead Subscriber in writing of any anticipated change to the Service that may reasonably have a material adverse effect on the Service and Lead Subscribers shall notify Secondary Subscriber of such change upon receipt of notice from Visa.

## **2. INDEMNIFICATION**

(a) (i) Lead 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: (a) a breach of this Agreement by Lead Subscriber and/or any of its personnel; and/or (b) the negligence or intentional misconduct of Lead Subscriber and/or any of its personnel. Lead Subscriber shall not, however, in any instance be responsible for the conduct of Secondary Subscribers and Visa shall hold Lead Subscriber 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: (a) a breach of any Secondary Subscriber Agreement by any Secondary Subscriber and/or any of its personnel; (b) the negligence or intentional misconduct of any Secondary Subscriber and/or any of its personnel; (c) a breach by Secondary Subscriber of its obligations under the Secondary Subscriber Agreement. Nothing in this provision limits the liability of any Secondary Subscriber for any negligence, intentional misconduct, or breach of any of Secondary Subscriber's obligations under any Secondary Subscriber Agreement.

(ii) Lead Subscriber agrees that, due to the unique nature of Confidential Information (as defined in Section 5), the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to the Visa Indemnified Parties, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Lead 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 Lead Subscriber, without the necessity of posting any bond or other security. Lead Subscriber shall notify Visa in writing immediately upon Lead Subscriber's becoming aware of any such breach or threatened breach.

(b) (i) Secondary Subscriber shall, at its sole expense, indemnify, defend and hold Lead Subscriber and its directors, officers, employees, agents and affiliates (collectively, "Indemnified VISIT FLORIDA Parties"), and 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: (a) a breach of this Agreement by Secondary Subscriber and/or any of its personnel; and/or (b) the negligence or intentional misconduct of Secondary Subscriber and/or any of its personnel.

(ii) Secondary Subscriber agrees that, due to the unique nature of Confidential Information (as defined in Section 5), the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to the Visa Indemnified 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.

### **3. 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 TWELVE (12) MONTHS OF FEES FOR THE SERVICE PURSUANT TO THIS AGREEMENT.

### **4. TERM AND TERMINATION.**

(a) This Agreement shall be effective as of the date it is fully executed by the parties, (ii) continue in full force and effect until March 15, 2022 (the "Term").

(b) Secondary Subscriber may terminate this Agreement upon thirty (30) days prior written notice, if (i) Visa 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(g), 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 may terminate this Agreement immediately upon written notice if: (i) Lead Subscriber or Secondary Subscriber misuses the Service in breach of this Agreement, (ii) a change in applicable law makes termination appropriate in Visa's

sole discretion. Visa may terminate this Agreement upon thirty (30) days prior written notice for any reason or no reason.

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

## **5. CONFIDENTIALITY, PUBLICITY.**

(a) The term "Confidential Information" shall mean: all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which (a) Visa discloses, in writing, orally or visually, to Lead Subscriber and/or Secondary Subscriber, or to which Lead Subscriber and/or Secondary Subscriber has access, in connection with the negotiation and performance of this Agreement, and (b) relates to (i) Visa or any Visa Affiliate (as defined in Section 8), (ii) other customers of Visa or any Visa Affiliate, or (iii) third-party vendors or licensors who have made confidential or proprietary information available to Visa.

(b) Except as provide in subparagraph (e) herein, Lead Subscriber and Secondary Subscriber each hereby agrees on behalf of itself and its 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 to: (a) its representatives; (b) subcontractors and other third-parties specifically permitted under this Agreement, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section 5; (c) employees with a need to know who are obligated to hold such information confidential, and (d) as required by law or as otherwise permitted by this Agreement, either during the term or after the termination of this Agreement. Prior to any disclosure of Confidential Information as required by law, Lead Subscriber and Secondary Subscriber each shall (i) notify Visa of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (ii) cooperate with Visa's reasonable, lawful efforts to resist, limit or delay disclosure.

(c) The obligations of confidentiality in this Section 5 shall not apply to any information which Lead Subscriber and/or Secondary Subscriber rightfully has in its possession when disclosed to it by Visa, information which Lead Subscriber and/or Secondary Subscriber independently develops, information which is or becomes known to the public other than by breach of this Section 5 or information rightfully received by Lead Subscriber and/or Secondary Subscriber from a third party without the obligation of confidentiality.

(d) All media releases, public announcements and public disclosures by a party, or their representatives, relating to this Agreement or the name or logo of Lead Subscriber, 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 parties 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 Lead Subscriber and/or Secondary Subscriber is specifically identified in such disclosure. Each party shall review all submissions and notify the other parties in writing within five (5) business days of its approval, which shall not be unreasonably withheld. Lead Subscriber and Secondary Subscriber each acknowledges and agrees, subject to approval of copy, that Visa may announce Lead Subscriber's and Secondary Subscriber's participation in the Service.

(e) Notwithstanding this provision, Visa acknowledges that Lead Subscriber is subject to and adheres to Chapter 119, Florida Statutes ("F.S."), and those portions of Chapter 286, F.S., relating to public meetings and records, and may only withhold and keep confidential those records in its possession that are made confidential or exempt from disclosure by Florida law. Where required by Section 288.1226(13)(a), F.S., Lead Subscriber will post this Agreement in its entirety on its website for public viewing. Lead Subscriber is responsible for obtaining all necessary Secondary Subscriber consents to publically disclose such Secondary Subscribers information as required by this Agreement. Except as prohibited by applicable law, following the expiration or termination of this Agreement and upon Visa's request, Lead Subscriber shall promptly remove this Agreement from its public website. Visa believes that the Service data is exempt from disclosure under Chapter 119, F.S., as trade secret material as defined in section 812.081(c), F.S., and Lead Subscriber will treat all information accordingly. Should Lead Subscriber receive a request for public records under Chapter 119, Lead Subscriber shall immediately notify Visa, and Visa shall have the opportunity to claim any statutory exemption prior to Lead Subscriber responding to any such request. For the avoidance of doubt, Visa's failure to respond to any such opportunity to claim a statutory exemption shall not be deemed as Visa approving a disclosure or waiving its opportunity to claim such a statutory exemption. Visa acknowledges that Lead Subscriber is required by subsection 288.1226(8), F.S., to provide all Service data received under this Agreement to the Office of Economic and Demographic Research ("OEDR"), and Lead Subscriber shall not be in breach of contract or incur any liability for such disclosure; provided, however, that (a) the OEDR's use of such Service data is limited to the purpose for which it is provided (i.e., evaluation of economic development programs related to Florida's tourism industry), (b) Lead Subscriber provides a copy of this Agreement to the OEDR, (c) instructs the OEDR that its use of this data must be in accordance with terms and conditions of this Agreement, and (d) Lead Subscriber remains fully liable to Visa for any unauthorized uses of the Service data by OEDR. As indicated in subparagraph (e) herein, Visa believes all Service data provided to Lead Subscriber is exempt from disclosure under Chapter 119, F.S. as trade secret material as defined in section 812.081(c), F.S. and Lead Subscriber shall instruct OEDR to treat all such information accordingly.

**6. INTENTIONALLY DELETED.**

**7. NOTICE.**

Notice to each party under this Agreement shall be sent to the respective address or facsimile number shown above unless a written change of address or facsimile number is received by the notifying party. If notice is sent to an address, it shall be deemed validly sent upon deposit via registered mail or via an express courier service, and shall be deemed received five (5) days after the date of such deposit. If notice is sent by facsimile, it shall be deemed validly sent upon the sending facsimile machine's confirmation that the transmission was completed, and shall be deemed received one (1) day after the date of such confirmation.

#### **8. MISCELLANEOUS.**

Except as expressly indicated herein, this Agreement and its attached Exhibit which is incorporated herein by reference, represent the entire agreement among the parties relating to the subject matter hereof. No modification or waiver of this Agreement or Exhibit hereto shall be binding unless it is in writing and signed by all parties. 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. Each party 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 consent of the other party, which consent shall not unreasonably withheld; provided that Visa may assign this Agreement to any a subsidiary, parent, joint venture, partner, or any other entity which, in whole or in part, is owned by, owns, or has a common owner with Visa, Visa Inc., Visa International Service Association, Visa Canada Inc. or Inovant LLC (each a "Visa Affiliate"). Subject to the foregoing limits on assignment and delegation, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Sections 2, 3, 5, 6, 7 and 8 shall survive termination of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed.

VISIT FLORIDA ("LEAD SUBSCRIBER")


By   
Craig Thomas (Apr 5, 2021 19:38 EDT)

Name Craig Thomas

Title COO

Date Apr 5, 2021

Okaloosa County Tourist Development Department ("SECONDARY SUBSCRIBER")

By   
Jeffrey A Hyde (Apr 2, 2021 11:16 CDT)

Name Jeffrey A Hyde

Title Purchasing Manager

Date Apr 2, 2021

## Exhibit A – VisaVue Travel Reporting Service Subscription

### **Key Terms and Conditions of VisaVue Travel Reporting Service Subscription**

**Report Delivery:** *To comply with disclosure regulations, VVT reports are distributed after public release of Visa's quarterly earnings results.* Typically, this translates to on or about the 30th day of the month following the end of each calendar quarter or year but may vary depending upon earnings release dates. Depending on the report package selected, during the Term, Visa will deliver to VVT Subscriber the selected VisaVue Travel Reports specified on the Master Subscription and Pricing Form as spreadsheet file format via email to the individual or individuals (not to exceed three) designated by VVT Subscriber to Visa in writing as the recipients of the VisaVue Travel Reports

**Report Data:** The VisaVue Travel Reports will present the aggregate number of cardholders, number of transactions, sales volume, and average ticket amount, as further set forth below. VisaVue Travel Reports will include no personally identifiable cardholder, issuer or merchant information and will not identify individual cardholder, issuer or merchant patterns. "Average Ticket" is a specific data figure and will be reported in the aggregate, as a simple average.

### **-International Reporting Option-**

**State reporting, Standard\*** will contain a prior-year summary benchmark report and the most recent twelve (12) months of Service data segmented by calendar year. Two (2) VisaVue Travel Reports will be provided: States Overview and State Summary by Originating Country.

**State reporting, Enhanced\*** will contain a prior-year summary benchmark report and the most recent twelve (12) months of Service data, segmented by calendar quarter and will contain a breakdown of consumer and business payment cards. Four (4) VisaVue Travel Reports will be provided: States Overview; State Summary by Originating Country; State Market Segment Summary by Originating Country and State Merchant Category Code (MCC) Summary by Originating Country.

**Regional reporting, Standard\*** will contain a prior-year summary benchmark report and twelve (12) months of Service data segmented by calendar year. Each VisaVue Travel Report will be limited to one (1) CVB Region identified by a name assigned by customer and defined by a ZIP code list provided by customer. Two (2) VisaVue Travel Reports will be provided: Overview of CVB Region Comparison to Top 25 CVB Regions Nationally and CVB Region Summary by Originating Country.

**Regional reporting, Enhanced\*** will contain a prior-year summary benchmark report and most recent twelve (12) months of Service data, segmented by calendar quarter and will contain a breakdown of consumer and business payment cards. Optionally, the CVB customer may define up to five (5) subregions within their business area as part of the base subscription. Each such VisaVue Travel Reporting cluster has a limit of six (6)



CVB Regions. Four (4) VisaVue Travel Reports will be provided: Overview of CVB Region Comparison to Top 25 Regions Nationally; CVB Region Summary by Originating Country; CVB Region Market Segment Summary by Originating Country; and CVB Region Merchant Category Code Summary by Originating Country.

\* Previously Levels 1 and 2

**-Domestic USA Reporting Option-**

**No Standard DMO Reporting Level available for Domestic.**

**Enhanced DMO Reporting Level** - will contain a prior-year summary benchmark report and the most recent twelve (12) months of Service data, segmented by calendar quarter and will contain a breakdown of consumer and business payment cards. Summary dashboard graphics containing trend and period-over-period changes are part of package. Four (4) VisaVue Travel Reports will be provided: States Overview; State Summary by Originating US DMA; State Market Segment Summary by Originating US DMA and State Merchant Category Code (MCC) Summary by Originating US DMA.

**Package Options:** Optionally, the DMO customer may define at a ZIP code level up to five (5) subregions within their business area as part of the base subscription. Additional ZIP code defined geographical areas will be charged at a discounted rate per the Pricing Schedule below

## Exhibit B – Master Subscription and Pricing Form

### VisaVue Travel Reporting Service Subscription Pricing

#### Report Pricing:

Concurrent with the execution of this Agreement, on or about Jan of each year Visa will provide the prior year Benchmark reports. This shall constitute a delivery of 50% of the contracted data. Visa will also invoice Subscriber for the annual package price for the VisaVue Travel Reports selected and VVT Subscriber shall pay such amount within thirty (30) days of receipt of such invoice. Upon receipt of payment, Visa will immediately provide the subscription year 1<sup>st</sup> Q reports, as described in Exhibit A and/or B above and selected in the package pricing below. Visa will then provide the remaining 3 quarters of subscription year data as they become available, delivering each quarter's data after public release of Visa's quarterly earnings results (approximately 5-6 weeks after calendar close of each quarter).

**Combined International/Domestic Package discount:** In addition to internal volume-based discounting for additional reporting definitions, Subscribers who purchase both International and Domestic options will receive an additional discount on Domestic pricing as described below.

#### Determining Package Pricing:

As part of execution of agreement, VVT Subscriber will complete and attach the Excel Spreadsheet entitled "VisaVue Travel Price Calculator". This attachment, when reviewed and agreed to by Visa shall constitute the program package pricing for the term.

### **Refund Policy and Calculation**

In the event that this Agreement is terminated pursuant to Section 5(b)(ii) or Section 5(c)(ii), VVT Subscriber shall be entitled to a refund of fees paid for the Service calculated as follows:

1. If termination is effective in the first fiscal quarter of the contract year, 50% of the Annual Payment will be refunded to VVT Subscriber.<sup>1</sup>
2. If termination is effective in the second fiscal quarter of the contract year, 38.5% of the Annual Payment will be refunded to VVT Subscriber.<sup>1</sup>
3. If termination is effective in the third fiscal quarter of the contract year, 25% of the Annual Payment will be refunded to VVT Subscriber.<sup>1</sup>
4. If termination is effective in the fourth fiscal quarter of the contract year, none of the Annual Payment will be refunded to VVT Subscriber.<sup>1</sup>

Refund payments will be issued by Visa within thirty (30) days of the end of the fiscal quarter in which termination of this Agreement is effective.

1. Note: refunds are only based upon complete program cancellation for bundled packages. Drop-out of secondary subscribers will not be ground for refunds once an annual package has commenced.

**Exhibit B – Approved Information Distribution Template and Guidelines**