

DATA AGREEMENT

This Data Agreement (the "Agreement" or "Data Agreement") states the terms and conditions that govern the contractual agreement between AirDNA, LLC having its principal place of business at 1523 15th St, Suite 200, Denver, CO 80202 (the "Data Provider"), and Orlando/Orange County Convention & Visitors Bureau, Inc. d/b/a Visit Orlando (the "Client") who agrees to be bound by this Agreement.

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

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

1. **TERM.** This Agreement shall begin immediately upon date of last signature below and continue for a minimum period of 12 months. Following the initial 12-month period, this agreement will renew for a successive 12-month term each year unless cancelled by the Client in writing with a minimum 30-day notice prior to the end of each consecutive 12-month term.
2. **DATA SERVICES.** The Data Provider agrees that it shall provide its data to the Client for data analytics (the "Data Services"), specifically the following; and the Client reserves the right to select further add-on data services for an additional fee at any time.
 - Orange-Osceola-Seminole County Trend Report – Silver
 - Orange County MarketMinder Dashboard
3. **COMPENSATION.** The Client agrees to pay \$12,000 annually within 45 days of Client's receipt of an invoice from Data Provider.
4. **DELIVERY.** The Data Provider will provide the monthly data services via Google Drive.
5. **INTELLECTUAL PROPERTY RIGHTS.** The Parties acknowledge and agree that the Data Provider retains intellectual property rights over the raw data transferred.
6. **USES.** Data Provider hereby grants to Client a non-exclusive right and license to use the data provided for statistical and research purposes and other internal business purposes by internal employees of Visit Orlando. The Client will not publish or share the raw data with any third parties without the written consent of the Data Provider, which shall not be unreasonably withheld, conditioned, or denied.
7. **DISCLAIMER.** The Client undertakes to understand the methodology behind the data gathering and as such, the Data Provider holds no liability as to the accuracy of the information. The Client understands that the information is gathered based on reasonable assumptions and the Client holds that the information is a directional estimation.
8. **NO MODIFICATION UNLESS IN WRITING.** No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
9. **APPLICABLE LAW.** This Data Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida and subject to the exclusive jurisdiction of the federal and state courts located therein.
10. Client maintains the right in its sole discretion to release this Agreement (i) when prudent to do so in response to a request for public records even though Florida's Public Records Act does not apply to Client, (ii) to Orange County, Florida which may elect to disclose the terms of this Agreement in its discretion, or (iii) otherwise as it deems appropriate.
11. Data Provider shall not identify Client as a customer or use Client's name or logo in any customer lists or for any other marketing or promotional purposes without Client's prior written permission in each instance. Such permission is at Client's sole discretion and may be revoked at any time.
12. Data Provider represents and warrants that the raw data is owned by Data Provider and the services provided by Data Provider do not infringe on the intellectual property rights of any third party. Data Provider shall defend, indemnify, and hold harmless Client against any loss, damage, liability, action, or claim arising out of any allegation that the services, or Client's use of the raw data, infringe upon or misappropriate any intellectual property right of any third party.

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

AirDNA, LLC



Kellen Kruse
Director of Business Development
Date: August 20, 2019

Orlando/Orange County Convention & Visitors
Bureau, Inc. d/b/a Visit Orlando



Larry Henrichs
CFO/COO
Date: August 20, 2019