



City of Madeira Beach- PPD Monthly - 12 Months

City of Madeira Beach

300 Municipal Drive
Madeira Beach, FL 33708
United States

Mike Helfrich

mhelfrich@madeirabeachfl.gov

Reference: 20260626-112246971

Quote created: June 26, 2026

Quote expires: August 13, 2026

Airdna, LLC (Licensor)

1321 15th Street
Denver, CO 80202
United States

Prepared by: Amanda Norton

amanda.norton@airdna.co

Order Information

Terms of this Order Form: 12 months ("Initial Term")

Subscription Term Start Date: August 13, 2026 ("Effective Date")

The Parties agree that this Agreement is in full force and effect as of the date of its signature and the Effective Date of the subscription will be: August 13, 2026.

Payment Terms

Billing Period: Annually

Billing Method: Invoice - Bank transfer/ACH

Payment Terms: Net 30

Method of Payment: Invoice - Bank transfer/ACH

Currency: USD

Subscription Products ("Data Services")

PRODUCTS & SERVICES	GEOGRAPHY	QUANTITY	PRICE	DISCOUNT	PRE-TAX TOTAL AMOUNT
PPD		1	\$22,500.00 / year for 1 year		\$22,500.00 / year

Pre-Tax Total	\$22,500.00 / year
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Applicable sales tax, VAT, or similar indirect taxes will be added to Customer's invoices and are payable in addition to the subscription fees, based on the Company's tax registration status and applicable laws at the time of invoicing, which may be subject to change.

Purchase Terms

Airdna, LLC (“AirDNA”) Data Services provided under this Order Form are governed by the Terms of Service available at <https://www.airdna.co/legal/enterprise-terms-of-service>, which are incorporated into this Order Form. The Terms of Service apply to Customer to the extent the specific Data Service is included in this Order Form. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both Parties.

Permitted Use

Customer shall only use the Data Services for internal business purposes and in accordance with the provisions in the Terms of Service referenced above (the “Permitted Use”). This means no Derivative products are permitted to include AirDNA Data Services unless agreed in writing by both Parties, nor is the resale or use by any business other than the Customer signing this Order Form. This restriction includes affiliate companies.

Login credentials cannot be shared or used by more than one individual authorized user. Each user account must be associated with an individual user’s email and cannot be shared. Generic or shared emails cannot be used for accounts.

Subscription Renewal

Customer acknowledges and agrees that, in order to ensure that Customer does not experience any interruption or loss of service, the Agreement will automatically renew for a period equal in time to the original subscription period (“Initial Term”), unless Customer gives AirDNA written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). At the time of renewal, a 10% increase to the Fees will be applied. Notice of non-renewal shall be emailed to am@airdna.co. Accordingly, upon the Renewal Term, AirDNA will automatically charge Customer the applicable Fees for the Renewal Term, using the same Billing Period, Billing Method, and Payment Terms established herein.

Delivery Information

Delivery Schedule: Monthly

Negotiated Exceptions to the Terms of Services

No exceptions to the Terms of Services

Signature

I HEREBY REPRESENT THAT: (I) I AM AN AUTHORIZED SIGNATORY FOR CUSTOMER; (II) I HAVE READ AND AGREED TO THE TERMS OF THIS ORDER FORM; AND (III) BY SIGNING THIS ORDER FORM, I AM ENTERING INTO A LEGALLY BINDING CONTRACT.

Mike Helfrich
mhelfrich@madeirabeachfl.gov

[sig/req/signer1]

Valerie Taylor
valerie.taylor@airdna.co

[sig/req/signer2]

Enterprise Terms of Service

Last updated on March 17, 2026.

These Terms of Service (“**Terms**”) are a legal agreement by and between Customer (“**Customer**” or “**Licensee**”) and AirDNA, LLC, a California limited liability company, with offices located at 1321 15th Street Denver, CO 80202 (hereinafter “**AirDNA**” or “**Licensor**”), each a “**Party**” and collectively referred to herein as the “**Parties**”, together with any and all applicable Order Forms, exhibits, and/or schedules (collectively, the “**Agreement**”), and govern your access and/or use of the Site and the Data Services, including (without limitation) all websites, mobile applications and other interactive properties through which such services are delivered by AirDNA (collectively, the “**Data Services**”).

1. License

1.1. Data Services. AirDNA provides short-term rental data gathered from different sources and data analytics tools to explore high-level market performance and understand property earning potential (hereinafter referred to as “**Data Services**”). Subject to the applicable Order Form, the Data Services may also include access to AirDNA’s proprietary software platform located at <https://app.airdna.co/data/login> (the “**Site**”).

1.2. License Grant. Subject to Licensee's payment of the applicable Fees and compliance with all other terms and conditions of the Agreement, Licensor hereby grants Licensee a worldwide non-exclusive, non-sublicensable, and non-transferable right to use the Site and the Data Services during the Term of the Agreement solely for the Permitted Use set forth hereunder and in the applicable Order Form. The total number of users/amount of usage by the Licensee will not exceed the limits set forth in the Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees.

1.3. Use Restrictions. Licensee shall only use the Data Services for internal business purposes and in accordance with the provisions in this Section, or the applicable Order Form (the “**Permitted Use**”). Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by

Licensor. Without limiting the foregoing and except as otherwise expressly set forth in these Terms or an Order Form, Licensee shall not at any time, directly or indirectly:

- (i) license, sublicense, sell, resell, transfer, assign, disclose, distribute, or otherwise commercially exploit or make the Data Services available to any third party in any way (unless Licensor has provided prior written consent);
- (ii) disassemble, decompile, reverse engineer, or otherwise attempt to access or derive source code or other trade secrets from the Site and/or the Data Services, or modify, make derivative works based upon, copy, or otherwise use any ideas, features, functions, or graphics of the Site and/or the Data Services in order to (a) build a similar or competitive product or service or (b) build a product using similar features, functions, or graphics of the Site and/or Data Services.
- (iii) modify, remove, or obstruct any proprietary rights statement or notice contained in the Site and/or Data Services;
- (iv) "crawl", "scrape", or "spider" the Site or any portion thereof (including any and all data contained therein) (through use of manual or automated means); engage in "deep linking" or make use of data mining, robots, or similar scraping and/or data gathering and extraction tools on the Site;
- (v) download or copy database or account information for the benefit of another business or any other unauthorized third party;
- (vi) attempt to gain unauthorized access to the Site and/or Data Services or its related systems or networks;
- (vii) use the Site and/or Data Services in violation of this Agreement;
- (viii) impersonate a User, share passwords, or provide false identity information to access or use the Site and/or Data Services; or
- (ix) use the Site and/or Data Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or
- (x) use any content of the Data Services for the training of AI/Machine Learning/Generative AI tools; or
- (xi) use the Site and/or Data Services in any way that interferes with the operation of the Site and/or Data Services or the enjoyment thereof by other users.

1.4 Intentionally deleted.

2. Fees and Payment

2.1. Fees. Licensee shall pay Licensor the fees ("**Fees**") set forth in the Order Form without offset or deduction. Licensee shall make all payments in the currency referred to in the Order Form on or before the due date set forth therein. Payment obligations hereunder are non-cancelable, and Fees paid are non-refundable. If Licensee fails to make any payment when due, in addition to all other remedies that may be available: (i) Licensor may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days following written notice thereof, Licensor may prohibit access to the Site and/or Data Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access.

2.2. Taxes. All Fees and other amounts payable by Licensee under the Order Form are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income. If Licensee is exempt from payment of any taxes, it must provide Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

2.3. API Billing and Overages. In the event that your subscription includes access to our application programming interfaces ("**API**") the following terms apply. Each API call is a "**Billing Unit**" representing a page of up to 25 results, charged as a full unit even if the page contains fewer than 25 results. Customers are billed based on the number of Billing Units retrieved, with each API call incurring a charge equivalent to one Billing Unit, as detailed in the Order Form. There are no pro-rata adjustments for pages with less than 25 results. Total charges are calculated by multiplying the accessed Billing Units during the billing period by the per-unit rate in the Order Form. Annual billing applies for API access fees, with monthly billing for API calls exceeding any included allowance, following the standard payment terms outlined in the Order Form. If Licensee exceeds the pre-agreed number of Billing Units, additional units are billed at the specified overage rate, and Licensee may request a new contract within the current period to increase their monthly commitment for a minimum term of 12 months. A new contract is not available to reduce minimum spend until the end of the Initial Term.

2.4. Auditing Rights and Required Records. Licensee agrees to maintain complete and accurate records (with respect to matters necessary for accurately determining amounts due hereunder) in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of the Agreement. Licensor may, at its own expense, on reasonable prior notice, periodically inspect and audit Licensee's relevant records with respect to amounts due under the Agreement, provided that if such inspection and audit reveals that Licensee has underpaid Licensor with

respect to any amounts due and payable during the Term, Licensee shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 2.1. Licensee shall pay for the costs of the audit if the audit determines that Licensee's underpayment equals or exceeds twenty per cent (20%) of the amount due for any quarter. Such inspection and auditing rights will extend throughout the Term of the Agreement and continue for a period of two (2) years after the termination or expiration of the Agreement.

3. Confidential Information

3.1. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that is marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Without limiting the foregoing, for purposes of these Terms, the Data Services will be deemed Confidential Information of Licensor. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. However, the receiving Party remains liable to the disclosing Party for its employee's non-compliance with the confidentiality obligations established herein. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. Upon the termination of the Agreement, each Party must return or destroy the other Party's Confidential Information upon request.

3.2. Exceptions. Confidential Information does not include information that: (i) at the time of disclosure is in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party without use of or reference to Confidential Information.

3.3 Misuse or Compelled Disclosure. Either Party shall promptly notify the other Party of any misuse or misappropriation of Confidential Information that comes to its attention. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making any such disclosure shall first have given written notice to the other Party and reasonably cooperate in any effort to seek a protective order or otherwise to contest such required disclosure.

4. Intellectual Property

4.1 AirDNA Intellectual Property. Customer acknowledges that AirDNA owns and retains all right, title, and interest, including all intellectual property rights, in and to the Site and the Data Services. Customer further acknowledges that: (i) the Data Services are an original compilation protected by United States copyright laws; (ii) AirDNA has dedicated substantial resources to collect, manage, and compile the Data Services; and (iii) the Data Services constitute trade secrets of AirDNA. Customer acknowledges and agrees that it will be considered a material breach by Customer under these Terms if Customer contests any of AirDNA's right, title, or interest in or to the Data Services, including without limitation, in a judicial proceeding anywhere throughout the world.

4.2 Customer Intellectual Property. Customer retains all right, title, and interest in and to all information, files or other materials and content that Customer makes available to AirDNA in connection with Customer's use of the Data Services (the "**Customer Data**"). Customer grants to AirDNA the necessary licenses and rights to Customer Data solely as necessary for AirDNA to provide the Data Services to Customer and to improve the Data Services. AirDNA will not use or access any Customer Data except as necessary to provide the Data Services and improve the Data Services. Notwithstanding the foregoing, AirDNA may use, reproduce and disclose Customer Data that is anonymized, de-identified, or is otherwise not reasonably associated or linked to Customer or any other identifiable individual person or entity for any purpose consistent with AirDNA's policies and applicable law. Additionally, during the Term of this Agreement, Customer grants AirDNA a non-exclusive, non-transferable, revocable license to use Customer's name and logo to identify Customer as a subscriber of the Data Services.

4.3 Site Data. In the course of providing the Data Services, AirDNA may collect statistical data and performance information, analytics, meta-data or similar information, generated through instrumentation and logging systems, regarding the operation of the Site and Data Services, including Customer's use of the Data Services (the "**Site Data**"). Nothing in the Agreement shall restrict AirDNA's right to collect Site Data or to use it for any internal business purpose, including but not limited to billing, operational excellence, and quality assurance, provided however, that (i) Site Data will not include any Customer Data, and (ii) AirDNA will not disclose Site Data to any third party in a manner that allows such third party to identify Customer, other than AirDNA's employees, agents or service providers who are subject to obligations of confidentiality with respect to such Site Data.

4.4 Feedback. Customer may, from time to time, provide AirDNA with ideas, suggestions, feedback, recommendations or improvements pertaining to the Data Services (collectively, "**Feedback**"). Customer hereby grants AirDNA a non-exclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to AirDNA on an "as-is" basis without warranties of any kind.

5. Artificial Intelligence; Use of Data

5.1 Definitions.

5.1.1. “AI Features” means features of the Data Services that make use of an AI System.

5.1.2. “AI System” means any software, model, tool, or service that uses machine learning, deep learning, generative AI, large language models, vector databases, embeddings, or similar techniques for training, fine-tuning, inference, or other automated processing.

5.1.3. “AirDNA Content” means the Data Services, the Site, APIs, underlying datasets and compilations, documentation, data outputs, reports, analytics, and any other content or materials provided or made available by AirDNA, including any derivatives thereof.

5.2 AI Features. From time to time, the Data Services may include features that use artificial “AI Features. AI Features may be provided by AirDNA and/or by third-party providers integrated into the Data Services. AirDNA does not guarantee the availability or performance of any AI Features and may modify, suspend, or discontinue any AI Feature at any time without liability. AI Features are experimental and provided “AS IS” and “AS AVAILABLE,” without warranties of any kind, and subject to the disclaimers in Section 6.5.

5.3 AirDNA Use of Customer Data for AI. Notwithstanding anything to the contrary, Customer grants AirDNA a non-exclusive, worldwide, royalty-free right and license during the Term to access, use, process, analyze, and input Customer Data into AI Systems operated by or on behalf of AirDNA (including by AirDNA subprocessors under confidentiality obligations) for the purpose of providing, operating, maintaining, securing, supporting, and improving the Data Services and related models, features, and functionalities. AirDNA’s use of any Customer Personal Data will be in accordance with the DPA and applicable law. To the extent reasonably feasible, AirDNA will use Customer Data in de-identified and/or aggregated form for model training or improvement. This Section does not transfer ownership of Customer Data and does not permit AirDNA to disclose Customer Confidential Information to third parties except as allowed under these Terms.

5.4 Prohibition on Customer AI Use of AirDNA Content. Customer shall not, and shall not permit any third party to:

5.4.1. use, input, upload, expose, or otherwise make available any AirDNA Content to any AI System for the purposes of training, fine-tuning, benchmarking, or improving such AI System (including creation of embeddings or vectorization for reuse beyond transient on-device processing);

5.4.2. use any AirDNA Content as prompts or inputs to any third-party AI System unless such system (A) does not retain, train on, or otherwise use the inputs or outputs to improve its or any third party’s models, and (B) is configured with all available “no train,” “do not retain,” or equivalent settings;

5.4.3. authorize any AI System provider to cache or reuse AirDNA Content or outputs derived therefrom beyond what is strictly necessary to provide the immediate requested inference for Customer's internal use; or

5.4.4. circumvent or remove any technical measures intended to prevent AI training or automated scraping of AirDNA Content.

5.5 Outputs and Derivatives. Any outputs generated by an AI System using AirDNA Content, or that are substantially based on AirDNA Content, remain subject to the restrictions and license scope in these Terms and may not be used to create any substitute or competitive product or dataset, nor to train, fine-tune, or improve any AI System.

5.6 No Conflict; Enforcement. This Section supplements and does not limit the restrictions in Section 1.3. Any breach of this Section will be deemed a breach of Section 1.3 and may result in immediate suspension or termination under Section 9.3 and equitable relief under Section 13.11. Customer shall flow down the obligations of this Section to its users, contractors, and affiliates with access to AirDNA Content.

6. Warranties; Disclaimers.

6.1 Mutual Warranties. Each Party's signatory represents and warrants that it has the legal power and authority to enter into the Agreement. Additionally, each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under the Agreement.

6.2 Anti-Money Laundering. The Parties represent, warrant and undertake to each other on a continuous basis that they shall comply with all applicable anti-money laundering laws, rules, and regulations, and, to the best of their knowledge, no such action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator is pending. In addition, the Parties represent, warrant and undertake to each other on a continuous basis that they shall each respectively take no action which would subject the other to fines or penalties under such laws, regulations, rules or requirements.

6.3 Anti-Corruption. Customer acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any AirDNA employee, representative or agent in connection with the Agreement, and shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption (as such statutory provisions are amended from time to time). Customer will promptly notify AirDNA's Legal Department at (legal@airdna.co) if Customer becomes aware of any circumstances that are contrary to this acknowledgment.

6.4 Export Compliance. Customer shall comply fully with all applicable export laws and regulations of the United States and any other relevant jurisdiction ("**Export Laws**") to ensure that the Data Services and any related content, methodologies, documentation, or deliverables, are not (a) exported, directly or indirectly, in violation of the Export Laws or (b) used for any purpose prohibited by the Export Laws. Customer represents and warrants that it is not listed on any U.S. or other government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government export control embargo or economic sanctions. The license granted to Customer is subject to Customer's compliance with this Section.

6.5 Disclaimer. THE SITE AND THE DATA SERVICES ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE SITE AND THE DATA SERVICES, OR ANY PRODUCTS OR RESULTS OF ITS USE, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

6.6 Disclaimer for Data Accuracy. Licensor explicitly assumes no liability for the quality, accuracy, completeness, or validity of the short-term rental data contained in its Data Services as such data is compiled from a number of data sources and is entered in the corresponding websites by third parties outside AirDNA's control. The Licensee acknowledges this disclaimer and waives any legal claims for damages if the data in the Data Services ultimately is proved inaccurate or incorrect.

6.7 Disclaimer for Owner Contact Data. IF YOU PURCHASE OWNER CONTACT DATA, IN ADDITION TO ANY OTHER DISCLAIMERS CONTAINED IN THESE TERMS, OWNER CONTACT DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY, OR SUITABILITY OF THE OWNER CONTACT DATA FOR ANY PURPOSE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE INDIVIDUALS WHOSE INFORMATION IS INCLUDED IN THE OWNER CONTACT DATA HAVE CONSENTED TO THE COLLECTION, SALE, OR USE OF THEIR PERSONAL INFORMATION, OR THAT THE THIRD-PARTY PROVIDERS FROM WHOM LICENSOR OBTAINS SUCH DATA HAVE COMPLIED WITH APPLICABLE DATA PRIVACY LAWS. LICENSEE ACKNOWLEDGES THAT IT USES THE OWNER CONTACT DATA AT ITS OWN RISK AND ASSUMES ALL LIABILITY ARISING FROM SUCH USE.

7. Indemnification

7.1 Licensor Indemnification. Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, or costs (including reasonable attorneys' fees) ("**Losses**") incurred by Licensee, resulting from any third party claim, suit, action, or proceeding ("**Third-Party Claim**") alleging that Licensee's Permitted Use of the Data Services infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that Licensee promptly notifies Licensor in writing of the claim, cooperates with Licensor, and allows Licensor sole authority to control the defense and settlement of such claim.

7.1.1. If such a claim is made or appears possible, Licensee agrees to permit Licensor, at Licensor's sole discretion, to (i) modify or replace any such infringing part or feature of the Data Services to make it non-infringing, or (ii) obtain rights to continue use. If Licensor determines that none of these alternatives are reasonably available, Licensor may terminate the Agreement in its entirety or with respect to the affected part or feature of the Data Services, effective immediately on written notice to Licensee.

7.1.2. This Section 7.1 will not apply to the extent that the alleged infringement arises from (i) use of the Data Services in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing or (ii) Licensee's violation of Section 1.3 of these Terms.

7.2 Intentionally deleted.

7.3 Indemnification Conditions. The Parties' obligations under this Section 7 are contingent upon the indemnified Party giving prompt written notice to the indemnifying Party of any claim subject to indemnification and giving the indemnifying Party sole control of the defense or settlement of the claim. The indemnifying Party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified Party or imposes additional obligations on the indemnified Party, without the prior express written consent of the indemnified Party.

7.4 Intentionally deleted.

8. Limitations of Liability

IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (ii) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (iii) LOSS OF GOODWILL OR REPUTATION, (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR BREACH OF DATA

OR SYSTEM SECURITY, OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION APPLIES EVEN IF A PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

9. Term and Termination

9.1 Term. Unless otherwise specified in the applicable Order Form, the Agreement begins on the Effective Date stated in the Order Form and, unless terminated earlier pursuant to Section 9.3 of these Terms, will continue in effect for twelve (12) months ("**Initial Term**").

9.2 Intentionally deleted.

9.3 Termination for cause. In addition to any other express termination right set forth herein:

9.3.1. Licensor may terminate the Agreement, effective upon written notice to Licensee, if Licensee:

9.3.1.1. fails to pay any amount when due hereunder, and such failure continues more than 30 days after Licensor's delivery of written notice thereof; or

9.3.1.2. breaches any of its obligations under Section 1.3 or 3. For the avoidance of doubt, AirDNA reserves the right to terminate any subscription for cause if it detects any inappropriate or unauthorized usage or if, in AirDNA's sole opinion, they are abusing the AirDNA Site and/or Data Services.

9.3.2. Either Party may terminate the Agreement if the other Party materially breaches any of its duties, obligations or responsibilities under the Agreement and fails to cure such breach within thirty (30) days after receiving written notice by the non-breaching Party specifying the breach.

9.3.3. Either Party may terminate the Agreement, effective immediately upon written notice, if the other Party:

9.3.3.1. becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;

9.3.3.2. files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;

9.3.3.3. makes or seeks to make a general assignment for the benefit of its creditors; or

9.3.3.4. applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.4 Effect of Expiration or Termination. Upon expiration or termination of the Agreement, the license granted herein will also terminate, and, without limiting Licensee's obligations under Section 3, Licensee shall cease using and delete, destroy, or return all copies of the data comprised in the Data Services and certify such deletion in writing to Licensor. Termination or expiration of the Agreement shall not affect any obligation accrued or arising prior to such termination or expiration, including payment obligations.

9.5 Survival. Any rights, obligations, or required performance of the Parties in the Agreement which, by their express terms or nature and context are intended to survive termination or expiration of the Agreement, will survive any such termination or expiration, including the rights and obligations set forth in this Section and Sections 2, 3, 4, 6, 7, 8 and 13.

10. Personal Data Protection

Each Party will process Personal Data in accordance with the data processing addendum (“DPA”) available at <https://www.airdna.co/legal/dpa>, which is incorporated into the Agreement (“**Personal Data**” shall have the meaning ascribed to it in Regulation (EU) 2016/679). Whenever AirDNA processes Customer Personal Data, the relevant Privacy Policy (<https://www.airdna.co/privacy-policy>), and/or Cookie Policy applies (https://www.airdna.co/cookie_policy). The Parties acknowledge and agree that the DPA will apply only to the extent Data Protection Laws and Regulations apply to the Agreement, as those terms are defined in the DPA.

11. Data Delivery and Deletion

11.1 Data Delivery. Where applicable, and subject to the specific provisions contained in Customer’s Order Form, AirDNA will deliver the data reports comprised in the Data Services electronically, on tangible media, or by other means, in AirDNA's sole discretion, according to the delivery schedule terms agreed to in the applicable Order Form.

11.2 Data. Where applicable, and subject to the specific provisions contained in Customer’s Order Form, AirDNA will deliver the data reports comprised in the Data Services within forty-eight (48) hours of Customer’s payment of the applicable Fees.

12. API Access and Usage

12.1 In the event that your subscription includes access to our API, AirDNA will provide Customer with an API access token within three (3) business days of the Effective Date.

12.2 In the event that your subscription includes access to our API, Customer acknowledges and agrees that it will not:

12.2.1. access AirDNA APIs in violation of any law or regulation;

12.2.2. access AirDNA APIs in any manner that (i) compromises, breaks or circumvents any of our technical processes or security measures associated with the Data Services, (ii) poses a security vulnerability to customers or users of the Data Services, or (iii) tests the vulnerability of our systems or networks;

12.2.3. access AirDNA APIs in order to replicate or compete with the Data Services;

12.2.4. attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how of AirDNA APIs; or

12.2.5. attempt to use AirDNA APIs in a manner that constitutes excessive or abusive usage.

12.3 In the event that your subscription includes access to our API and the creation of a derivative product previously authorized in writing by AirDNA, and which is made available externally, all such uses of our API must cite the source of the data with “Powered by AirDNA” and include a hyperlink to AirDNA’s homepage: <https://www.airdna.co>.

13. Miscellaneous

13.1 Entire Understanding. The Agreement (including these Terms and all Order Forms, and any other exhibits, and/or schedules, which are incorporated by reference) constitutes the entire agreement between the Parties as to its subject matter, and supersedes all prior and contemporaneous understandings, proposals, negotiations, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the aforementioned documents, the following order of precedence governs: (i) first, these Terms; (ii) second, the Order Form.

13.2 Relationship of Parties. The Parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other Party. Neither Party shall hold itself out as an agent of the other Party. These Terms will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.

13.3. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth in the Order Form (or to such other address that may be designated by each Party from time to time in accordance with this Section).

13.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached these Terms, for any failure or delay in performing its obligations hereunder, (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond a Party's reasonable control, including, without limitation, the following force majeure events: (i) acts of God; (ii) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as pandemics or epidemics, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of these terms; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortage of adequate power or transportation facilities; (ix) significant interruption or elimination of data sources; and (x) other similar events beyond the reasonable control of a Party.

13.5 Amendments and Modifications. AirDNA reserves the right to periodically update these Terms and will provide written notice to the Customer of any adverse material changes. Changes may be done automatically for the purpose of improving, enhancing or de-bugging versions of the Site or other aspects of the Data Services, and any other, non-material change, will be effective upon the "last updated" date stated at the top of these Terms. Customer's continued use of the Site and/or the Data Services following any such changes will constitute acceptance of the new terms. AirDNA reserves the right to upgrade, update or discontinue any aspect or feature of the Data Services in whole or in part; provided, however, that if AirDNA discontinues a material feature of the Data Services entirely, then AirDNA will provide Customer with an alternative or replacement feature. No amendment to or modification of an Order Form will be effective unless it is in writing and signed by an authorized representative of each Party.

13.6 Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.7 Severability. If any provision of these terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify these terms so as to effect the original intent of the Parties as closely

as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.8 Governing Law; Submission to Jurisdiction. The Agreement is governed by and construed in accordance with the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado. Subject to Section 13.9 hereto, any legal suit, action, or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado, in each case located in the city of Denver and County of Denver, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13.9 Arbitration. All claims, disputes or causes of action under \$10,000 USD between AirDNA and Customer relating to or arising from this Agreement shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), which must be commenced within one (1) year after such claim, dispute or cause of action arises. The arbitration shall be conducted in Denver, Colorado, and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Should either Party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding Party will be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. Further, any and all disputes, claims and causes of action arising out of or connected with this Agreement, will be resolved individually, without resort to any form of class action.

13.10 Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations in the Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Licensors, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. These Terms and the Agreement are binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

13.11 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 3 or, in the case of Licensee, Section 1.3 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

13.12 Immigration Compliance; E-Verify. AirDNA acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. AirDNA's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. AirDNA shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the Customer.

Pursuant to Florida Statutes § 448.095(2), beginning January 1, 2021, AirDNA shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. AirDNA's contract with Customer cannot be renewed unless, at the time of renewal, AirDNA certifies in writing to the Customer that it has registered with and uses the E-Verify system. If AirDNA enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide AirDNA with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and AirDNA shall maintain a copy of such affidavit for the duration of the contract. If AirDNA develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) AirDNA shall terminate the contract with the subcontractor. If the Customer develops a good faith belief that AirDNA has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Customer shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

13.13 Pursuant to Florida Statutes § 287.135, AirDNA is not eligible to enter into, or renew, this Agreement if:

- (i) AirDNA is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
- (ii) AirDNA engages in business operations in Cuba or Syria; or
- (iii) AirDNA is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, AirDNA certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of

Israel. AirDNA acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

AirDNA shall notify the Customer if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by AirDNA to the Customer within ten (10) days of the date of such occurrence.

In the event the Customer determines, using credible information available to the public, that AirDNA has submitted a false certification or that it is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Customer may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against AirDNA, pursuant to Florida Statutes § 287.135. In addition, the Customer may pursue any and all other legal remedies against AirDNA.

13.14 AirDNA shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the AirDNA shall:

- (a) Keep and maintain public records required by the Customer to perform the services provided hereunder.
- (b) Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if AirDNA does not transfer the records to the Customer.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Customer all public records in the possession of AirDNA or keep and maintain public records required by the Customer to perform the service. If AirDNA transfers all public records to the Customer upon completion of the Agreement, AirDNA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AirDNA keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

If AirDNA fails to comply with these requirements, the Customer may enforce these provisions in accordance with the terms of this Agreement. If AirDNA fails to provide the public records to the Customer within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF AIRDNA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AIRDNA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, AIRDNA SHOULD CONTACT THE CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727-391-9951), E-MAIL (CVANBLARGAN@MADEIRABEACHFL.GOV, OR MAIL (CITY OF MADEIRA BEACH, OFFICE OF THE CITY CLERK, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708).