

**VisaVue Travel Reporting Service Subscription Agreement  
(VVT Subscriber) 2020 Program**

THIS SUBSCRIPTION 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 **San Juan County Economic Development & Visitor Services** (“VVT Subscriber”), having an office and its principal place of business at **117 South Main Street, Monticello, UT, 84535.**

**W I T N E S S E T H:**

**WHEREAS**, Visa is offering to VVT 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 travelers within the United States, to generate state and regional reports (the “Service”); and

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

**WHEREAS**, Visa has contracted with the Love Communications to offer VisaVue Travel data to Utah VVT Subscribers, at a special reduced rate, due to State of Utah's participation

**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 VVT Subscriber with a subscription to the reports containing Service data set forth in Exhibit A hereto (“VisaVue Travel Reports”) for VVT Subscriber’s own use. VVT Subscriber will select the VisaVue Travel Reports it requests for itself by completing the Master Subscription and Pricing Form set forth in Exhibit B hereto. VVT Subscriber will pay Visa for the Service in accordance with the pricing terms and conditions set forth in such Exhibit B.

(b) VVT Subscriber understands and agrees that the Service is provided solely for VVT Subscriber’s use in developing its marketing strategies and plans with respect to travel and tourism activities. VVT Subscriber agrees with respect to its own use of the Service:

(A) 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 for its own use in its possession at all times; provided, however, that VVT

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

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

(2) each VVT Subscriber conclusion or claim specifically identifies Visa as a source of the data on which the conclusions are based with the following attribution footnote: "[VVT 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) VVT 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 C 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.

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

(iii) to obtain in advance of any engagement the agreement in writing of any third party vendor engaged by VVT Subscriber for data aggregation or analysis purposes that (A) 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; (B) such vendor will not retain, transfer or otherwise disclose the Service data in any manner or through any medium, and (C) such vendor will destroy or return to VVT Subscriber all Service data upon completion of any specific task included as part of the service provided to VVT Subscriber by such vendor.

(iv) 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 (A) as to the accuracy of the data, (B) that the Service data reflects Visa cardholder spending patterns for relevant market segments taken as a whole, or (C) as to the validity of the statistical approaches used in Visa's data aggregation.

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

(c) VVT Subscriber hereby grants Visa, without attribution or cost, all rights necessary for Visa to use any and all suggestions or ideas generated by VVT 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 VVT Subscriber and/or to any other party.

(d) 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.

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

(f) 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 VVT Subscriber in writing of any anticipated change to the Service that may reasonably have a material adverse effect on the Service.

## **2. INDEMNIFICATION.**

(a) Where permitted by applicable law, VVT 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 VVT Subscriber and/or any of its personnel; and/or (b) the negligence or intentional misconduct of VVT Subscriber and/or any of its personnel.

(b) VVT 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, VVT 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 VVT Subscriber, without the necessity of posting any bond or other security. VVT Subscriber shall notify Visa in writing immediately upon VVT 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 become effective as of the date it is fully executed by the parties and continue in full force and effect until March 31, 2021 ("Term").

(b) VVT 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(f), and VVT Subscriber objects in writing within thirty (30) days of VVT 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) VVT 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 VVT Subscriber any fees paid for the Service, except and solely in the case of termination of this Agreement pursuant to Section 4(b)(ii) or Section 4(c)(ii). All Visa refund obligations pursuant to this Section 4(d) shall be calculated as set forth in Exhibit B.

**5. 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 (a) Visa discloses, in writing, orally or visually, to VVT Subscriber, or to which VVT 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) VVT 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: (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, VVT Subscriber 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 VVT Subscriber rightfully has in its possession when disclosed to it by Visa, information which VVT 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 VVT 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 VVT 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 VVT 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. VVT Subscriber acknowledges and agrees, subject to approval of copy, that Visa may announce VVT Subscriber's participation in the Service.

## **6. CHOICE OF LAW AND FORUM.**

This Agreement shall be interpreted according to the internal laws of the State of California, and not its conflict of law provisions. The parties hereby submit to the jurisdiction of the courts in the State of California.

## **7. 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.

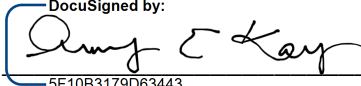
## **8. MISCELLANEOUS.**

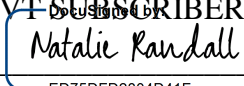
Except as expressly indicated herein, this Agreement and its attached Exhibits, which are incorporated herein by reference, represent the entire agreement between the parties relating

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. No modification or waiver of this Agreement or the Exhibits hereto shall be binding unless it is in writing and signed by both 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 Visa Technology & Operations 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 1, 2, 3, 5, 6, 7, 8 and 9 shall survive termination of this Agreement.

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

VISA U.S.A. INC.

DocuSigned by:  
  
By \_\_\_\_\_  
5F10B3179D63443...  
Name Amy Kay  
Title Sr. Director  
Date June 15, 2020 | 08:29 PDT

**SAN JUAN COUNTY ECONOMIC DEVELOPMENT & VISITOR SERVICES**  
("VVT SUBSCRIBER")  
DocuSigned by:  
  
By \_\_\_\_\_  
ED75DFD2804D41F...  
Name Natalie Randall  
Title Director  
Date June 15, 2020 | 07:58 PDT

## Exhibit A – VisaVue Travel Service Subscription

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

**Report Delivery:** VVT reports are generally distributed within 45 days following the end of each calendar quarter or year. 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-**

**Regional/DMO reporting** 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 additional subregions within their business area. Each additional geographical definition will be priced separately per the attached pricing addendum. Four (4) VisaVue Travel Reports will be provided: Overview of DMO Region Comparison to Top 25 Regions Nationally; DMO Region Summary by Originating Country; DMO Region Market Segment Summary by Originating Country; and DMO Region Merchant Category Code Summary by Originating Country.

#### **-Domestic USA Reporting Option-**

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

**Package Options:** Optionally, the DMO customer may define additional geographic definitions at a ZIP code level. Additional ZIP code defined geographical areas will be charged per the Pricing Schedule below.

## Exhibit B – Master Subscription and Pricing Form

### VisaVue Travel Reporting Service Subscription Pricing

#### Report Pricing:

Pricing for VisaVue Travel Reports is set forth below. Upon execution of the agreement, Visa will provide the prior year Benchmark reports as well as the Q1 reports. This shall constitute a delivery of 62.5% of the contracted data. Visa will also invoice VVT 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 deliver the remaining current year quarterly reports to the VVT Subscriber as they become available for release.

#### UT Package Pricing:

UT Program Pricing (based upon Love Communications – Utah Office of Tourism discount) – single geographic definition\*

	2020 International		2020 Domestic		2020 Combined		Total Cost	Amount Billed to VVT Subscriber
	Subs	Cost	Subs	Cost	Subs	Cost		
2020 Subscription Selection					1	\$5,060	\$5,060	\$2,530

\* Additional geographic definitions priced separately at the same per-cell price. If a single DMO purchases more than 5 definitions, additional discounts apply. Please contact Visa for pricing.

#### \* For domestic reports check one:

- Include “resident” spend (no extra cost)
- Exclude “resident” spend (no extra cost)\*\*
- Get both “resident” inclusion and “resident” exclusion reports (additional pricing applies)

Note: DMOs have the ability to include/exclude cardholders identified as coming from a specific ZIP list within your “home” MSA. If you wish to make the ZIP exclusion your default and not receive total “home MSA” volume, Visa will run that alternative at no additional charge. If you wish to purchase this secondary report in addition to the Standard MSA definition, contact Visa for pricing.

\*\* Selection will use the exact same ZIP list as provided to identify destination geography



### **Refund Policy and Calculation**

In the event that this Agreement is terminated pursuant to Section 4(b)(ii) or Section 4(c)(ii), VVT Subscriber shall be entitled to a refund of fees paid for the VVT Subscriber 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>

<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.

**Exhibit C – Approved Information Distribution Templates and Guidelines**  
**VisaVue Product Office to Provide**