

## **Visa Destination Insights Secondary Subscriber Participation Agreement**

THIS PARTICIPATION AGREEMENT ("Agreement") is by and between Visa U.S.A. Inc., a Delaware corporation ("Visa"), having an office and its principal place of business at 900 Metro Center Boulevard, Foster City, California, 94404, (phone: 650-432-3200); and San Juan County Economic Development & Visitor Services, a ("Secondary Subscriber"), having an office and its principal place of business at 117 South Main Street, Monticello, UT 84535 (phone: (435) 587-3235). Secondary Subscriber and Visa may be referred to in this Agreement individually as a "Party" and together as the "Parties".

### **WITNESSETH:**

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

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

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

#### **1. DESCRIPTION AND USE.**

- a. Secondary Subscriber represents and warrants that it is a destination marketing organization within the state of Utah and therefore eligible for special pricing through participation in a Utah Office of Tourism program.
- b. Subject to the terms of this Agreement, Visa hereby grants to Secondary Subscriber a paid, non-exclusive, non-transferable, non-sublicensable, revocable, limited term license to access and use the Service in the United States, including reports containing certain data related to Reporting Areas ("VDI Reports") as described in Exhibit A attached hereto, for Secondary Subscriber's own internal use to develop marketing strategies and plans with respect to its travel and tourism activities. Secondary Subscriber agrees that its access to and use of the Service and data of the Service, including VDI Reports ("Service Data"), must be in compliance with applicable laws.
- c. Secondary Subscriber acknowledges and agrees that:
  - (i) All access to the Service is accomplished through Visa Online ("VOL"). Secondary Subscriber's access and continued access to the Service is subject to Secondary Subscriber's continued access to VOL and compliance with the terms governing the access and use of VOL. Such compliance includes Secondary Subscriber's ensuring that its authorized personnel do not permit or allow unauthorized persons to have access to or use of their VOL user identifications or passwords. Secondary Subscriber must notify Visa immediately of any unauthorized use of any user identification or password, or any other actual or potential security breach relating to Secondary Subscriber's VOL account. Secondary Subscriber acknowledges and agrees that it is entirely responsible for all activities that occur through the use of its VOL password or user identification;

- (ii) Access to the Service is provided solely for Secondary Subscriber's use in developing marketing strategies and plans with respect to travel and tourism activities. Secondary Subscriber agrees to not use or disclose Service Data for any other purpose except as expressly permitted herein, including without limitation, for any other client or for other agency purposes not directly related to this business purpose;
- (iii) Prior to engaging any third party vendor to assist Secondary Subscriber with data aggregation or data analysis, Secondary Subscriber must obtain a written agreement with such vendor containing provisions that, (A) prohibit such vendor from engaging in activities or processes that enable or could enable the results of such aggregation, analysis or other vendor service to be accessed in any manner that would reveal or otherwise identify the Service or VDI Reports; (B) prohibit such vendor from retaining, transferring or otherwise disclosing the Service Data to another third party, and (C) require such vendor to destroy or return to Secondary Subscriber all Service Data upon completion of any specific task performed for or on behalf of Secondary Subscriber by such vendor;
- (iv) The Service does not link individual cardholders, households or account numbers to any individual transaction or group of transactions;
- (v) Secondary Subscriber may only distribute and/or make available VDI Reports to Utah Office of Tourism so long as, prior to the provision of such VDI Reports, Secondary Subscriber requires that Utah Office of Tourism agree to terms that:
  - (A) require Utah to confirm and warrant that it will only use Service Data for its internal marketing strategies and plans with respect to Utah's travel and tourism activities;
  - (B) disclaim (whether by naming Visa explicitly, or via a general reference as Secondary Subscriber's solution provider or licensor) Visa from any liability Utah Office of Tourism for any damages or other liability (direct or indirect) arising from or in connection with Utah Office of Tourism's use of or reliance on Service Data; and
  - (C) to the extent of applicable law, require Utah Office of Tourism to indemnify, hold harmless, and defend Visa and its Affiliates from and against all losses, damages, liability, costs and expenses (including reasonable fees and expenses of legal and other advisers, court costs and other dispute resolution costs), governmental and regulatory penalties ("Losses") resulting from any third party claim, suit, action, or proceeding ("Third Party Claim") based upon or arising from Utah Office of Tourism's use of Service Data and actions/inactions under the agreement between Secondary Subscriber and Utah Office of Tourism outlining the terms in this Section 1(c)(v);
- (vi) Secondary Subscriber shall cause Utah Office of Tourism to agree to terms as restrictive on the use of the Service and Service Data as those terms contained in this Agreement. Secondary Subscriber shall use all commercially reasonable efforts to ensure Utah Office of Tourism's compliance with the terms and restrictions of this Agreement. Further, Secondary Subscriber shall be solely responsible for Utah Office of Tourism's use of VDI Reports or Service Data, and/or Utah Office of Tourism's failures to comply with the obligations set forth in this Agreement.

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

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

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

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

(B) Each Claim specifically identifies Visa as a source of the data on which the Claim(s) is based with the following attribution footnote (with verbiage in brackets completed as appropriate): "[Secondary 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.”;

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

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

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

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

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

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

**4. FEES.**

a. Upon the Effective Date, Visa will invoice Secondary Subscriber for the annual base package price for the Service and any additional options that Secondary Subscriber subscribes to, which Secondary Subscriber will indicate by completing the Subscription Elections and Pricing Form, attached hereto as Exhibit B. Secondary Subscriber shall pay the total amount of such invoice within

thirty (30) days of its receipt. Secondary Subscriber agrees that Visa may change the price of the Service at any time upon thirty (30) days' prior written notice, for which email notice shall suffice.

b. Secondary Subscriber may share the total price amount of Secondary Subscriber's access to and use of the Service with Utah Office of Tourism, as reflected at the end of Exhibit B, solely for reimbursement purposes to Secondary Subscriber from Utah Office of Tourism]. Secondary Subscriber shall not, without Visa's prior express written consent, share (i) any other pricing information or terms with Utah Office of Tourism, or (ii) any pricing information or terms with any other third party. Secondary Subscriber represents and warrants that it shall not permit, facilitate, authorize or enable Utah Office of Tourism, and that Utah Office of Tourism shall not, share any such pricing information or terms with any third party without Visa's prior express written consent. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS ENTITLING SECONDARY SUBSCRIBER TO WITHHOLD PAYMENTS TO VISA DUE TO UTAH OFFICE OF TOURISM'S REFUSAL OR INABILITY TO PAY OR REIMBURSE ANY PORTION OF SECONDARY SUBSCRIBER'S FEES RELATING TO THE SERVICE.

## **5. INDEMNIFICATION.**

a. Where permitted by applicable law, Secondary Subscriber shall, at its sole expense, indemnify, defend and hold Visa and its directors, officers, employees, agents and affiliates (collectively, "Indemnified Visa Parties") harmless from and against all claims, suits, actions, damages, settlements, losses, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with: (i) any breach of this Agreement by Secondary Subscriber, its Affiliates, employees, contractors, agents, or subcontractors (including terms relating to confidentiality, any misuse of personal data or security breach); (ii) any breach of applicable law; (iii) willful misconduct or negligent act or omission by Secondary Subscriber, its Affiliates, employees, contractors, agents, or subcontractors, including injuries or death to persons or damage to property; or (iv) the actual or alleged infringement or misappropriation of any third party's intellectual property rights.

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

**6. DISCLAIMER.** Secondary Subscriber acknowledges that the Service, Service Data and any other data of or materials related to the Service are provided by Visa "AS-IS," "AS AVAILABLE" and "WITH ALL FAULTS." Secondary Subscriber's use of the Service, Service Data and any other data available through or materials related to the Service is at Secondary Subscriber's own risk. Neither Visa nor any of its current and former Affiliates, employees, successors or assigns makes any express or implied representations, warranties, guarantees or indemnities as to whether the Service, Service Data or any information or other materials contained or made available therein is or will be available (including, but not limited to, at any particular time or location), accessible, uninterrupted, timely, secure, accurate, appropriate, complete, reliable, updated, correct, current or error-free, as to their quality, that any defects or errors will be corrected, or that the Service or Service Data are free of viruses or other harmful components. Visa disclaims any representations or warranties of any kind, express or implied, including, without limitation, the implied

warranties of merchantability, fitness for a particular purpose and/or non-infringement. The Service Data is a sample set of aggregated depersonalized Visa cardholder transaction data for selected market segments across Visa's VisaNet global transaction processing network and Visa makes no warranties (a) as to the accuracy of the data, (b) that the Service Data reflects Visa cardholder spending patterns for relevant market segments taken as a whole, or (c) as to the validity of the statistical approaches used in Visa's data aggregation.

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

**8. TERM AND TERMINATION.**

a. This Agreement shall become effective as of the Effective Date (defined below) and, unless terminated earlier in accordance with the terms of this Agreement, shall continue through June 30th, 2023 (the "Term").

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

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

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

e. The terms of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive, including, without limitation, Sections 1(c), 2, 3, 4(b), and 5 through 14.

**9. CONFIDENTIALITY, PUBLICITY.**

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

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

c. Secondary Subscriber agrees on behalf of itself and its agents, representatives and subcontractors that Confidential Information will not be disclosed or made available to any person for any reason whatsoever other than on a "need to know basis," and then only: (i) to Secondary Subscriber's authorized employees who are obligated to hold such information confidential; (ii) to subcontractors or other third parties authorized to receive Confidential Information under this Agreement, provided that any such authorized persons or entities are subject to confidentiality terms that are no less restrictive than the terms of this Section 9; or (iii) as required by law. Prior to any disclosure of Confidential Information as required by law, Secondary Subscriber shall (A) immediately notify Visa of any actual or threatened legal compulsion of disclosure, and/or any actual legal obligation of disclosure immediately upon becoming so obligated, and (B) cooperate with Visa's reasonable, lawful efforts to resist, limit or delay disclosure.

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

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

**10. GOVERNING LAW; FORUM.** This Agreement and any non-contractual obligations arising out of it are governed by the laws of the state of California, excluding any "conflicts of laws" or similar rules that would mandate or permit application of the substantive law of any other jurisdiction. Each Party agrees that all actions, proceedings or counterclaims arising out of or relating to this Agreement or any of the transactions contemplated hereby shall be brought in the United States District Court for the District of Utah, Third Judicial District in Salt Lake City, Utah (or, should such federal court lack competence to hear

such actions, proceedings or counterclaims, in a state court with competent jurisdiction in Utah). In connection with any such actions, proceedings or counterclaims, each Party shall submit to the exclusive jurisdiction of either such court, agrees to venue in either such court, and waives any objection to venue laid therein.

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

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

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

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

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

San Juan County Economic Development & Visitor Services (“Secondary Subscriber”) Visa U.S.A. Inc. (“Visa”)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit A – Information Relating to the Service

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

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

## Exhibit B – Subscription Elections and Pricing Form

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

Please check the appropriate boxes:

Subscription Package		Reporting Area Selections		Monthly Refresh <i>(applies to all reporting areas)</i>	Pricing	
		International	U.S. Domestic		Base	Monthly Refresh
<b>Base Package</b> <i>Includes 2 Reporting Areas (either international or U.S. domestic).</i>	Reporting Area 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$10,000	\$
	Reporting Area 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>		\$	\$
<input type="checkbox"/> <b>Additional Reporting Areas</b>	Indicate total number desired: _____  <i>May be international or U.S. domestic.</i>  <i>Numbers in the two columns to the immediate right must add up to the above total.</i>	_____	—		\$	\$
					<b>Discount</b>	_20_ %
					<b>Total</b>	\$8,000

### Exhibit C – Access Steward Designation Form

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

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

Access Steward Information	
Name (print):	<u>Elaine Gizler</u>
Email address:	<u>egizler@sanjuancounty.org</u>

San Juan County Economic Development &  
Visitor Services

By: \_\_\_\_\_

Name of Authorized Representative (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit D – Approved Information Distribution Formats and Guidelines**

Visa Destination Insights product team to provide.