



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 1/17/2024	Contract Number: 23-428 Title: Destination Dashboard Effective Date: May 8, 2020
OFFICE OF PROCUREMENT SERVICES Contracting Officer: <i>Sandra Rogers</i> Choose a name. E-mail: <i>Sandra.Rogers</i> first.last@LakeCountyFL.gov Telephone Number: 352-343-9839	CONTRACTOR Name: Key Data Dashboard, Inc. Address: 2626 S. Rio Grande Street #2072 City: Salt Lake City, Utah ATTENTION: Tyler Fisher
INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.	
DESCRIPTION OF MODIFICATION: This Contract Modification Number One (1) to renew agreement for one additional year, to expire on 01/16/2025. All other terms and conditions of the Agreement shall remain in effect and unchanged.	
CONTRACTOR SIGNATURE BLOCK Signature: <i>Scott McLeod</i> Print Name: <u>Scott McLeod</u> Title: <u>COO</u> Date: <u>1/18/2024</u> E-mail: <u>scott@keydatadashboard.com</u> Secondary E-mail: _____ Distribution: Original – Bid File Copy – Contractor Contracting Officer	LAKE COUNTY SIGNATURE BLOCK Signature: <i>Sandra Rogers</i> Print Name: <u>Procurement Services Manager</u> Title: <u>Contracting Officer</u> Date: <u>01-21-2024</u> <i>SR</i>

Key Data DMO Vendor Republishing Agreement
Standard Terms and Conditions

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby 2626 S Rio Grande St #2072, Salt Lake City, UT acknowledged, by and between **Key Data Dashboard, Inc.**, a Delaware corporation with its principal offices at 460 Captains Circle, Destin, FL 32541 ("Key Data"), and Zartico, a destination operating platform, with its principal offices at Lake County Board of County Commissioners ("Zartico") (collectively "the Parties"), the Parties agree as follows:

1.1 Definitions

- a) "Agreement": these Standard Terms and Conditions, and any attachments thereto.
- b) "Licensed Data": the data as described in **Exhibit A** provided by Key Data to Zartico for a particular destination.
- c) "Licensed Co-Client DMO": a destination / DMO that has entered into a licensing agreement with Key Data for Key Data products and services and Zartico for Zartico products and services.

1.2 License to Zartico Subject to the terms and conditions of this Agreement, and except as may be expressly permitted or limited elsewhere in this Agreement, Key Data hereby grants to Zartico a non-exclusive, world-wide, non-transferable, indivisible, non-sub licensable license to utilize the Licensed Data solely for the purpose of displaying the Licensed Data in Zartico's dashboard product made available by Zartico to the Licensed Co Client DMO for the destination for which the data is being provided by Key Data. By way of example, and for the avoidance of doubt, if Licensed Co-Client DMO "A" licenses Key Data's dashboard from Key Data, upon request from Zartico, under the terms of this license, Key Data will make available the Licensed Data for DMO "A"'s market to Zartico, and Zartico will have the right to republish that data within Zartico's product it licenses to Licensed Co-Client DMO "A" during the term of Licensed Co-Client DMO A's license with Key Data. Zartico may not utilize the Licensed Data in any other manner and may not disclose the Licensed Data or any part thereof to any other party other than Licensed Co-Client DMO "A."

1.3 Link to Key Data. In exchange for the licenses granted herein, Zartico agrees to include a link to the Licensed Co-Client DMO's Key Data dashboard on the pages where Zartico shows Key Data's Licensed Data.

1.4 No Service Bureau Use. Except as may be expressly permitted or limited elsewhere in this Agreement, Zartico is prohibited from using the Licensed Data in any way in connection with any service bureau or similar services. "Service bureau" means the processing of input data that is supplied by one or more third parties and the generation of output data (in the form of reports, charts, graphs or other pictorial representations, or the like) that is sold or licensed to any third parties.

1.5 No Distribution to Other Parties. Except as may be expressly permitted or limited in this Agreement, Zartico shall not distribute, republish or otherwise make the Licensed Data or any part thereof (including any excerpts of the data and any manipulations of the data) available in any form whatsoever to any other party, other than each Licensed Co-Client DMO's respective accountants, attorneys, marketing professionals or other professional advisors who are bound by a duty of confidentiality not to disclose such information.

1.6 Reservation of Rights. Zartico has no rights in connection with the Licensed Data other than those rights expressly enumerated in the Agreement. All rights to the Licensed Data not expressly enumerated herein are reserved to Key Data.

1.7 Security and Confidentiality. Except as may be expressly permitted or limited elsewhere in this Agreement, Zartico agrees that the Licensed Data contains confidential information and that it will distribute Licensed Data only to those officers, directors, employees, agents, affiliates or subsidiaries who have a need to know such information or who have a right to access such information under applicable law. Zartico shall use commercially reasonable efforts to protect against unauthorized access to and to maintain the confidentiality of Licensed Data. This provision shall survive the termination of this Agreement for so long as the Licensed Data remain a trade secret of Key Data.

1.8 Licensed Co-Client DMO Addendum – Prior to making Licensed Data available to a Licensed Co-Client DMO, Zartico agrees to have the Licensed Co-Client DMO executed the Addendum attached as **Exhibit B**, and to provide the signed Addendum to Key Data via legal@keydatadashboard.com.

2. DISCLAIMERS AND LIMITATIONS OF LIABILITY

2.1 Disclaimer of Warranties. THE LICENSED DATA IS PROVIDED TO ZARTICO ON AN "AS IS" AND "AS AVAILABLE" BASIS. KEY DATA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED DATA, THE SERVICES PROVIDED OR THE RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, KEY DATA DOES NOT WARRANT THAT THE LICENSED DATA, THE SERVICES PROVIDED OR THE USE THEREOF ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. KEY DATA MAKES NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE.

2.2 Disclaimers. EXCEPT FOR LIABILITY ARISING FROM CLAIMS OF INFRINGEMENT OR WILLFUL MISCONDUCT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF KEY DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, KEY DATA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM RELATING IN ANY WAY TO ANY DECISION MADE OR ACTION TAKEN BY ZARTICO IN RELIANCE UPON THE LICENSED DATA.

2.3 Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM CLAIMS OF INFRINGEMENT OR WILLFUL MISCONDUCT ON THE PART OF KEY DATA, TO THE EXTENT PERMITTED BY APPLICABLE LAW KEY DATA'S TOTAL LIABILITY TO ZARTICO FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, SHALL BE LIMITED TO ALL FEES PAID

TO KEY DATA BY ZARTICO DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH CAUSE OF ACTION FIRST AROSE.
3. MISCELLANEOUS

3.1 Term. This Agreement will continue in perpetuity; provided, however, that any party may terminate this Agreement at any time with thirty (30) days written notice to the other parties.

3.2 Obligations upon Termination. Within thirty (30) days of the termination of this Agreement, Zartico shall cease all use of the Licensed Data and shall return or destroy, at Key Data's option, all copies of the Licensed Data and all other information relating thereto in Zartico's possession or control as of the such date. This provision shall survive indefinitely the termination of this Agreement for any reason.

3.3 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to its or any other jurisdiction's laws governing conflicts of law.

3.4 Assignment. Zartico is prohibited from assigning this Agreement or delegating any of their respective duties or obligations under this Agreement without the prior written consent of Key Data.

3.5 Independent Relationship. The relationship between Key Data and Zartico is that of an independent contractor. Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, partnership or joint venture relationship.

3.6 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given i) when delivered in person, at the time of such delivery; ii) when delivered by e-mail, at the time of transmission ; iii) when delivered by a courier service or by express mail, at the time of receipt; or iv) five (5) business days after being deposited in the mail, postage prepaid, registered or certified mail, addressed (in any such case) to the addresses listed on the first page of this Agreement or to such other address as either party may notify the other in writing.

3.7 Waiver. No waiver of any breach of this Agreement will be deemed to constitute a waiver of any subsequent breach of the same or any other provision.

3.8 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding in all respects any and all prior proposals, negotiations, understandings and other agreements, oral or written, between the parties.

3.9 Amendment. This Agreement may be amended only by the written agreement of all parties.

3.10 Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

3.11 Notice of Unauthorized Access. Zartico shall notify Key Data immediately upon becoming aware of any facts indicating that an unauthorized third party may have obtained or may be about to obtain access to the Licensed Data, and shall fully cooperate with Key Data in its efforts to mitigate the damages caused by any such breach or potential breach.

3.12 Remedies. In addition to any other rights or remedies that a party may have under applicable law for material breach of this Agreement, in the event of any material breach of this Agreement by any party, and following notice to the breaching party by the non-breaching party, the non-breaching party's obligations under this contract shall terminate.

3.13 Indemnification. Zartico shall each indemnify, defend and hold Key Data harmless against any claims, actions, losses, liabilities, damages and expenses (including reasonable attorneys' fees and court costs) brought against Key Data by any third party to the extent caused by Zartico's unauthorized disclosure of, misuse of or misrepresentation of the Licensed Data. Key Data shall indemnify, defend and hold harmless Zartico from any claims, actions, losses, liabilities, damages and expenses (including reasonable attorney fees and court cost) brought against either Zartico by any third party to the extent caused by Key Data's or the Licensed Data's infringement of such third party's intellectual property rights.

I have read and agree to the Standard Terms and Conditions.

Key Data Dashboard, Inc.

Jason B. Sprenkle, CEO Date

Zartico

12/2/2021

Darren D. Dunn, President Date

Exhibit A
Licensed Data

Scope: Weekly ADR, Adjusted Paid Occupancy, and Adjusted RevPAR Frequency of

Delivery/Updates: Daily

Date Range: Prior 12 months

Market: The market coverage for each market licensed by Licensed Co Client DMO's that have executed Exhibit B.

Exhibit B
Addendum to DMO License and Service Agreement

At the request of Customer and Zartico, Key Data is making a portion of the data Customer licenses from Key Data available to Zartico for inclusion in Customer's Zartico dashboard.

Customer hereby agrees that the Key Data data made available to Customer via the Zartico dashboard shall be subject to the same terms and conditions set forth in Customer's DMO License and Service Agreement with Key Data.

Customer: Sandra Rogers

DocuSigned by:
Sandra Rogers
36CB9380705F484...
By: Date



ORDER FORM

CUSTOMER ORDER INFORMATION	
Legal Name	Lake County Board of County Commissioners
Address	315 W. Main Street, Tavares, Florida 32778
Main Contact (name, title, email)	Ryan Ritchie, ryan.ritchie@lakecountyfl.gov
Billing Contact	Cindy Maggio, cindy.maggio@lakecountyfl.gov
Billing email or address	315 W. Main Street, Tavares, Florida 32778
Tax ID Number	
Initial Term	12 months
Payment Terms	<p>The Annual License and Subscription Fee shall be charged to Customer immediately upon execution of this Agreement. Access to the Key Data Services and KD Data Set will be provided upon the processing of payment hereunder.</p> <p>Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The Customer will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate Customer using department. The Customer will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.</p>

Product	Start Date	Fee
<u>DestinationData Dashboard</u> <u>Service:</u> <ul style="list-style-type: none">• Direct Source DestinationData Dashboard<ul style="list-style-type: none">○ Property Manager Feed Direct Source Data Set• OTA DestinationData Dashboard<ul style="list-style-type: none">○ OTA Data Set = Airbnb and Vrbo scraped ad listing data <u>Market:</u> <ul style="list-style-type: none">• Lake County, FL<ul style="list-style-type: none">○ Unlimited custom market mapping.<ul style="list-style-type: none">■ Direct Source Markets require benchmarking requirements are met.	Upon Agreement Execution	\$11,500

<u>Logins:</u> <ul style="list-style-type: none"> Unlimited Authorized User Logins <u>Support:</u> <ul style="list-style-type: none"> KD Dedicated Account Manager KD will contribute to at least two Lake County lodging partner webinar meetings in attempts to grow direct source data unit count. 		Included
<u>Additional Markets:</u> <ul style="list-style-type: none"> Access to three additional direct source market data sets with the purchase of the DestinationData Dashboard. <p>Additional KD Direct Source Data Set(s) Additional KD Data Set(s) are defined as data sets which are outside the Customers operating market. Additional KD Data Set(s) are strictly for internal use only and may not be republished or distributed outside of Customer's organization. Additional KD Direct Source Data Set(s) may be purchased at a cost of \$3,000 per county per year. Additional KD Data Sets(s) are provided with pre-established submarkets.</p>		\$9,000
<u>Total Annual Fee:</u>		\$20,500/yr

TERMS

This Order Form has been executed as of the Order Form Effective Date above and is governed by the Key Data License and Service Agreement attached hereto as Exhibit D (the "Agreement"), which sets forth the terms and conditions pursuant to which Licensee will access and use the Key Data Services and data licensed hereunder. In the event of a conflict between this Order Form and the Agreement, this Order Form shall take precedence. Any acceptance of this Order Form is expressly conditioned on acceptance of the terms herein and the Agreement.

Effective Date: The Order Form is effective from 01/17/2023 to 01/16/2024.

Additional Terms as displayed in Exhibit D and Exhibit E.

Agreed and Accepted:

CUSTOMER:

By: Sandra Rogers Digitally signed
by Sandra
Name: Rogers
Title: Rogers Date: 2023.01.17
06:49:54 -05'00'

Date: _____

KEY DATA DASHBOARD, INC.

By: Tyler Fischer
Name: Tyler Fischer
Title: Director of Enterprise Sales
Date: 2023-01-13



EXHIBIT A

Markets:

Lake County, FL

Polk County, FL

Orange County, FL

Osceola County, FL



EXHIBIT B

Data Delivery Format:

DestinationData Dashboard

EXHIBIT C

KEY DATA LICENSE AND SERVICE AGREEMENT

This Data License and Service Agreement (“Agreement”) is entered into by and between Customer (as listed on the Order Form) and Key Data Dashboard, Inc., a Delaware corporation with a mailing address of P.O. Box 1652 Santa Rosa Beach, FL 32459 (“Key Data”). “You” and “Customer” shall mean the party listed on the Order Form as Licensee. The person signing

on behalf of Customer represents he or she has the authority to agree to this Agreement for Customer. This Agreement is effective as of the date executed by Key Data as indicated on the signature page below (“Effective Date”). The parties hereby agree and acknowledge:

1. Definitions.

“Authorized Internal Users” shall mean employees, officers, and directors of Customer or independent contractor accountants, attorneys, marketing professionals, research professionals, or other professional consultants or advisors of Customer who have been issued a User ID by Customer and have accepted the Terms & Conditions.

“KD Data Set” shall mean the information, data, and reports compiled, analyzed, calculated, organized, and published by Key Data for a particular geographic area made available through the Key Data Services and licensed to Customer as defined on the Order Form.

“Key Data Data” shall mean the information, data, and reports compiled, analyzed, calculated, organized, and published by Key Data made available through the Key Data Services. Key Data Data specifically includes, but is not limited to, the KD Data Set.

“Key Data Services” shall mean the services and software provided by Key Data for business intelligence, analytics, and benchmarking of key performance indicators and marketing data, including access to and use of Key Data’s website <https://data.keydatadashboard.com/> and any other linked pages, features, content, or application services or mobile applications offered.

“Reporting Parties” shall mean lodging providers that provide raw reservation and guest data to Key Data for use in calculating, aggregating, and compiling the Key Data Data provided as part of Key Data Services.

2. Term. This Agreement begins on the Effective Date and shall continue for the initial term set forth in the Order Form (“Initial Term”). Thereafter, this Agreement shall automatically renew upon the expiration of the Initial Term for successive twelve months (12) month terms (“Renewal Terms” and, collectively with the Initial Term, “Term”), unless either party terminates

the Agreement by written notice at least ninety (90) days before expiration of the then-existing Term.

3. Privacy. Key Data respects the privacy of our customers’ information and will follow the terms of our Privacy Policy, as the same may be modified from time to time, as set forth at:

<https://pm.keydatadashboard.com/privacy>

4. Terms and Conditions to Use. The Key Data Services and Key Data Data are owned and operated by Key Data. The Key Data Services and Key Data Data may only be used in accordance with the terms of this Agreement.

5. License. Key Data hereby grants to Customer, during the Term of this Agreement, a revocable, non-exclusive, non-transferable, non-sublicensable license to allow its Authorized Internal Users to use and access the KD Data Set identified on the Order Form and the Key Data Services subject to and in accordance with the terms of this Agreement and our Terms & Conditions. Key Data may revoke the license if Customer or any of its Authorized Internal Users is in breach of this Agreement or the Terms & Conditions. In addition to the foregoing license, Key Data hereby grants Customer a fully paid up, irrevocable, non-exclusive, and royalty-free license to use, modify, publish, and include the ‘PM Master List’ data in Customer’s tools, products, and services. Nothing in this Agreement shall be interpreted to give Customer or any of its Authorized Internal Users any right to access or use any Key Data Data other than the KD Data Set identified on the Order Form for which Customer has paid.

6. Authorized Internal Users and Users IDs. Key Data will issue Customer unique administrative log-in credentials (“Admin ID”) to gain and control access to the Key Data Services and Key Data Data by its Authorized Internal Users. Using its Admin ID, Customer will issue a

unique User ID for each Authorized Internal User it desires to have access to the Key Data Services and Key Data Data after determining such user qualifies as an Authorized Internal User. Customer will: (a) not allow any non-employee of Customer to use its Admin ID; (b) not allow any Authorized Internal User to use another's User ID; (c) protect the confidentiality of the Admin ID and notify Key Data if the security or integrity of the Admin ID or any User ID has been compromised; (d) remain responsible for all obligations under this Agreement arising in connection with its Authorized Internal Users' use of the Key Data Service and Key Data Data; and (e) be liable for any act or omission by any of its Authorized Internal Users, which, if performed or omitted by Customer, would be a breach of this Agreement.

7. **Limitations on Use of Key Data Data.** Except as expressly permitted in writing by Key Data, the Key Data Services and Key Data Data may only be accessed, used, downloaded, manipulated, extracted, republished, or distributed for Customer's internal business use by Authorized Internal Users. Customer's stakeholders, partners, and members, including member lodging partners, are NOT considered Authorized Internal Users. Customer shall be liable for any breach of this Agreement or the Terms & Conditions by its Authorized Internal Users. If Customer republishes any Key Data Data in any form, internally or subject to an additional written agreement with Key Data, Key Data must be clearly and conspicuously identified as the source of such data by means of the following notation: SOURCE: COPYRIGHT KEY DATA, LLC (year). REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF KEY DATA IS STRICTLY PROHIBITED. The notation shall appear immediately below or in conjunction with all graphs, charts or tables derived from Key Data Data. Any other use, distribution, or republication of the Key Data Data is strictly prohibited.

8. **Billing Information.** Customer shall provide Key Data with accurate and complete billing information. Customer acknowledges and agrees that any bank account, credit card, or related billing payment information provided to Key Data will be used by our payment processors and/or credit agencies solely for the purpose of effecting payment to Key Data and servicing your account. Key Data is not responsible for any additional charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Key Data.

9. **Termination.** If Customer fails to make payments when due under this Agreement, Key Data may terminate this Agreement twenty (20) days after payment was due with written notice to Customer. Key Data may terminate

this Agreement immediately with written notice to Customer if Customer or any Authorized Internal User violates the scope of or any restriction on the license under this Agreement, the Terms & Conditions, or Customer's obligations hereunder with respect to Confidential Information. Customer may terminate this Agreement immediately if Key Data is in breach of any term of this Agreement and fails to cure such breach after ten days' written notice from Customer. In the event of termination, Key Data will reimburse Customer for any prorated amount depending on the remaining unexpired Term at the time of termination.

10. **Confidential Information.** During the term of this Agreement, Key Data may claim that some of Key Data's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (collectively referred to as Confidential Information), is, or has been treated as confidential and proprietary in accordance with Florida Statutes 812.081, or other law, and is exempt from disclosure under the Florida's public record laws. Key Data shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the Customer shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Key Data. Customer will promptly notify Key Data in writing if the Customer receives a request for disclosure of Key Data's "confidential Information. Key Data may assert any exemption from disclosure available under applicable law. Pursuant to Section 119.0701, Florida Statutes Key Data shall comply with the Florida Records' laws in Exhibit E.

11. **Warranties and Disclaimers.** Customer acknowledges the Key Data Data is generated from information received from Reporting Parties and/or via an API from their software providers. Key Data uses its best efforts to ensure the information provided to Customer, including the aggregated data therein, is accurate and complete. However, Key Data does not have control over and takes no responsibility for the accuracy and validity of the "raw" data provided by Reporting Parties. Customer also acknowledges the Key Data Services may be temporarily unavailable from time to time due to required maintenance, telecommunications interruptions, data hosting interruptions, or other disruptions. THE KEY DATA SERVICES AND KEY DATA DATA ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT ANY WARRANTY. ALL WARRANTIES ARE DISCLAIMED EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR RESULT, AND NONINFRINGEMENT. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES OR DATA. KEY DATA DOES NOT WARRANT THE SERVICES OR DATA WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

12. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES OR DATA PROVIDED BY KEY DATA HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR DATA.. Nothing herein shall be construed as waiving Customer's sovereign immunity under Florida law.
13. Indemnity. Key Data, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officers, commissioners, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorneys' fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to roadway construction and improvements provided under this Agreement by Key Data, its agents or employees, or any contractor employed by Key Data, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the County, or claims, asserted by third-party property owners for damages arising from the performance of the obligations contained in this Agreement.
14. Proprietary Software Restrictions. Customer agrees and acknowledges the Key Data Services and Key Data Data are proprietary to Key Data. Key Data will remain the sole owner of all right, title, and interest in the Key Data Services and Key Data Data. Except as specifically permitted herein Customer will not, in whole or in part, (a) copy the Key Data Services; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the Key Data Services except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the Key Data Services or Key Data Data to third parties; or (d) permit access to the Key Data Services or Key Data Data to anyone other than Authorized Internal Users.

Data Data are proprietary to Key Data. Key Data will remain the sole owner of all right, title, and interest in the Key Data Services and Key Data Data. Except as specifically permitted herein Customer will not, in whole or in part, (a) copy the Key Data Services; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the Key Data Services except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the Key Data Services or Key Data Data to third parties; or (d) permit access to the Key Data Services or Key Data Data to anyone other than Authorized Internal Users.

15. Governing Law, Forum Selection, Attorneys Fees, and Waiver of Jury Trial. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws. The United States Circuit Courts in and for Lake County, Florida shall have exclusive jurisdiction and be the exclusive venue for any dispute arising out of this Agreement or the course of conduct between the parties. The parties hereby submit to the personal jurisdiction of these Courts. If any legal proceeding is commenced to interpret or enforce this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees and costs, including the fees and costs expended in determining entitlement to and the amount of such fees and costs. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL AS TO ANY CLAIMS A PARTY MAY CLAIM TO HAVE AGAINST THE OTHER WHICH ARISES OUT OF THIS AGREEMENT OR THE COURSE OF DEALINGS BETWEEN THE PARTIES.**

16. Miscellaneous. All notices in connection with this Agreement shall be in writing and deemed given when delivered to the email addresses below, or the next business day after deposit for overnight delivery with a nationally recognized overnight carrier, or three (3) business days after being sent by certified U.S. mail, postage prepaid, return receipt requested, and addressed to the address below or such other address as such party last provided to the other by written notice. Each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other. This Agreement and the rights, obligations and licenses herein, shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, permitted assigns, and personal representatives. Neither party shall assign this Agreement in whole or part without

the prior written consent of the other party. This Agreement (including the attached Order Form) contains the entire understanding of the parties regarding the subject matter hereof and supersedes all other agreements and understandings, whether oral or written. This Agreement may not be amended except in a writing signed by both parties, except that Key Data may amend this Agreement by providing written notice to Customer, provided that if such amendment adversely affects Customer under this Agreement, Customer may terminate this Agreement by providing written notice to Key Data within 15 days of the notice of such amendment. Any waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Notwithstanding any other provision of this Agreement, no party to the Agreement

shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of and without fault or negligence by, such party or its officers, directors, employees, agents or contractors.

17. Counterparts and Signatures. This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, an electronic copy of a party's signature or an electronic signature of a party shall be sufficient to bind such party.

EXHIBIT D

Additional Terms

1. General Restrictions. Except as specifically permitted in this Exhibit D, the Key Data Services and Key Data Data may only be accessed, used, downloaded, manipulated, extracted, republished, or distributed for Customer's internal business use by Authorized Internal Users. "Authorized Internal Users" are defined as employees, officers, and directors of Customer or independent contractor accountants, attorneys, marketing professionals, research professionals, or other professional consultants or advisors of Customer who have been issued a User ID by Customer and have accepted the Terms & Conditions. Customer's stakeholders, partners, and members, including member lodging partners, are NOT considered Authorized Internal Users.

2. Permitted Exceptions. During the Term of this Agreement, Customer is specifically authorized to republish the Key Data Data on Customer's website and in emails and newsletters subject to the following restrictions:

- a. Published data may include Occupancy, ADR, and RevPar reported by month for the historical 12 months;
- b. Customer shall update the data each month when published in methods that don't necessitate Florida public record law compliance; old data shall be replaced with new figures for the previously reported twelve months. For example, published data showing performance for the months of October '17 to October '18, would be replaced with data showing same figures for the months of November '17 to November '18;
- c. Customer shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website unless otherwise required by Florida public record law; and
- d. All forecasts or projections that include or are derived from Key Data Data shall be clearly and conspicuously identified as forecasts or projections of Customer, and not Key Data.

3. Acknowledgment and Restriction on Downstream Use.

- a. Prior to using any Key Data Data in its publications, advertising, or marketing efforts as authorized herein, Customer agrees to provide Key Data with a copy of the proposed publication for approval by Key Data. Copies of all publications, whether they be electronic or hard copy, containing Key Data Data must be emailed to info@keydatadashboard.com. Key Data and Customer further agree that Key Data has the right to amend or change the publication to the extent Key Data believes it is reasonably necessary to comply with the terms and conditions hereof.
- b. If Customer republishes any Key Data Data in any form, Key Data must be clearly and conspicuously identified as the source of such data by means of the following notation: SOURCE: COPYRIGHT KEY DATA, LLC (year). REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF KEY DATA IS STRICTLY PROHIBITED. The notation shall appear immediately below or in conjunction with all graphs, charts or tables derived from Key Data Data.

4. Security Breach Notification. Key Data shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance Key Data experiences or learns of that either compromises or could reasonably be expected to comprise Customer data through unauthorized use, disclosure, or acquisition of Customer data ("Security Breach"), Key Data shall immediately notify Customer of its discovery. After such notification, Key Data shall, at its own expense, immediately:

- Investigate to determine the nature and extent of the Security Breach.
- Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

Report to Customer the nature of the Security Breach, the Customer data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what Key Data has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action Key Data has taken or will take to prevent future similar unauthorized use or disclosure.

5. Key Data shall comply with the following Customer's insurance requirements:

1. Contract number must be listed in the general description area of the COI.
2. **Professional Liability:** with the following minimum limits and coverage:

Each Occurrence:	\$1,000,000
Aggregate:	\$2,000,000

3. **Cyber Liability:** with a minimum limit: \$1,000,000

Required Endorsements that need to accompany the Certificate of Insurance are as follows:

- **Additional Insured** in favor of the certificate holder
- **Waiver of Subrogation** in favor of the certificate holder

Certificate Holder:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

4.

T.F.

Customer Initials: _____

Key Data Initials: _____

EXHIBIT E

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the Customer is required to provide Key Data with this statement and establish the following requirements as contractual obligations pursuant to the agreement:

IF KEY DATA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Agreement, Key Data acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the Customer to perform the services and work provided pursuant to the Agreement.
- 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 Agreement term and following completion or termination of the Agreement if the Key Data does not transfer the records to the Customer.
- D. Upon completion or termination of the Agreement, transfer, at no cost, to the Customer all public records in the possession of the Key Data or keep and maintain public records required by the Customer to perform the service. If Key Data transfers all public records to the Customer upon completion or termination of the Agreement, Key Data shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Key Data keeps and maintains public records upon completion or termination of the Agreement, Key Data 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.

Requests to inspect or copy public records relating to the Customer's Agreement for services must be made directly to the Customer. If Key Data receives any such request, Key Data shall instruct the requestor to contact the Customer. If the Customer does not possess the records requested, the Customer shall immediately notify Key Data of such request, and Key Data must provide the records to the Customer or otherwise allow the records to be inspected or copied within a reasonable time.

Key Data acknowledges that failure to provide the public records to the Customer within a reasonable

time may be subject to penalties under section 119.10, Florida Statutes. Key Data further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Customer. Key Data shall indemnify, defend, and hold the Customer harmless for and against any and all claims, damage awards, and causes of action arising from Key Data's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Key Data's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Key Data authorizes Customer to seek declaratory, injunctive, or other appropriate relief against Key Data from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.