

**Visa Destination Insights Service Subscription Agreement
(VDI Subscriber)**

THIS SUBSCRIPTION AGREEMENT (“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 XXXXXX, a (“VDI Subscriber”), having an office and its principal place of business at XXXX Street, City, State, Zip.

W I T N E S S E T H:

WHEREAS, Visa offers to destination marketing organizations the Visa Destination Insights reporting service that 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

WHEREAS, VDI 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.

WHEREAS, VDI Subscriber is a [FILL IN DESCRIPTION OF SECONDARY SUBSCRIBER] and therefore eligible for special pricing through participation in a [FILL IN VDI SUBSCRIBER PROGRAM].

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) Subject to the terms of this Agreement, Visa hereby grants to VDI Subscriber a paid, non-exclusive, non-transferable, non-sublicensable, revocable, limited term license to access and use the Service, including reports containing data selected by VDI Subscriber in Exhibit A, attached hereto hereto (“VDI Reports”) in the United States for VDI Subscriber’s (i) own internal uses to develop marketing strategies and plans with respect to its travel and tourism activities. In addition, VDI Subscriber’s use of VDI Reports must be in compliance with applicable laws.

(b) VDI Subscriber agrees that:

(i) all access to the Service is accomplished through Visa Online (“VOL”). VDI Subscriber’s access and continued access to the Service is subject to Lead Subscriber’s continued access and compliance with the terms governing the access and use of VOL. Such compliance includes VDI Subscriber ensuring that its authorized personnel do not permit or allow other persons to have access to or use its VOL user identification and password, and VDI Subscriber must notify Visa immediately of any unauthorized use of user identification

or password, or any other actual or potential security breach relating to Lead Subscriber's VOL account. VDI 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) it shall not attempt to disaggregate VDI Reports in an attempt to determine the performance or behaviors of any individual cardholder or specific VDI Subscriber competitor.

(iii) prior to engaging any third party vendor to assist VDI Subscriber with data aggregation or data analysis, Lead Subscriber must obtain a written agreement with such vendor containing provisions that (A) prohibit such vendor from engaging in activities or processes that 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, including the VDI Reports, to another third party, and (C) requires such vendor to destroy or return to VDI Subscriber all Service data, including the VDI Reports, upon completion of any specific task provided to VDI 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) in its use of the Service, it shall not engage in any of the following activities: (a) sending spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) sending or storing infringing, obscene, threatening, libelous or otherwise unlawful or tortious materials, including material harms to children or violative of third party privacy rights; (c) sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfering with or disrupting the integrity or performance of the Service or the data contained therein, or unreasonably burdens the infrastructure utilized by Visa or its suppliers to deliver the Service; (e) attempting to gain unauthorized access to the Service or its related systems or networks; or (f) offering the Service as a service bureau or as any other hosted service to any third party.

(vi) in addition to other restrictions contained in this Agreement, VDI Subscriber shall not itself and shall not authorize or knowingly enable others to: (a) use the Service, including the VDI Reports for anything other as expressly permitted under this Agreement; (b) reverse engineer, decompile, disassemble or otherwise attempt to obtain the 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; (c) make copies of any aspect of the Service, in whole or in part, except as necessary to exercise its rights under this Agreement; (d) modify or make derivative works of the Service; (e) 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 VDI Reports, except as necessary to exercise its rights under this Agreement; or (f) distribute, disclose, commercialize, sell, offer to sell, license, import, transfer, lease or loan all or any portion of the Service or VDI Reports. For avoidance of doubt, this subsection (vii) does not impose any restrictions on VDI Subscriber from utilizing its own VDI Subscriber data or

information that is owned by or independently developed by VDI Subscriber without any use of the Service or VDI Reports disclosed under Agreement.

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

- 1) each VDI Subscriber conclusion or claim ("Claim") drawn from VDI Reports is/are true, correct and not misleading;
- 2) each Claim specifically identifies Visa as a source of the data on which the Claim(s) are based with the following attribution footnote: "[VDI 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.";
- 3) The Service data, including VDI Reports, is/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
- 4) VDI Subscriber presents its Claims and modified VDI Reports for distribution to third parties in accordance with the approved Information Distribution Templates and guidelines as set forth in Exhibit C hereto.

(viii) VDI Subscriber will designate one or more access stewards who will manage the access of VDI Subscriber personnel, as appropriate, in accordance with the terms of this Agreement ("Access Steward(s)"). VDI Subscriber shall notify Visa of its Access Stewards using the enrollment form attached hereto as Exhibit D. VDI Subscriber may modify such Access Stewards at any time by notifying Visa of such modifications in accordance with the terms set forth on the Exhibit D – Enrollment Form. All requests to add, delete or modify the access rights to the Service shall originate from an Access Steward that is on file with Visa. Access Steward shall within 24 hours inform Visa of any need to delete or modify access to the Service.

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

2. FEEDBACK. If VDI Subscriber, its agents, subcontractors and affiliates, generates or provides any suggestions, ideas or modifications relating to the Service (“Feedback”), VDI Subscriber hereby grants to Visa, without attribution or cost, all rights necessary for Visa to make use of any and all VDI Subscriber such Feedback for improvement, modification or amendment of the Service (and any other Visa product or service), and to implement any such Feedback in future versions of the Service (or any other Visa product or service), for making available to VDI Subscriber VDI 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 the VDI Reports are the valuable property of Visa. Service and the VDI Reports provided by Visa under the Agreement are an original compilation protected by US 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 the VDI Reports. The Visa Service are licensed as set forth in Section 1 above and not sold

4. FEES. VDI Subscriber will pay Visa for access to the Service, including the VDI Reports, in accordance with the pricing terms and conditions set forth in such Exhibit B, attached hereto.

5. INDEMNIFICATION.

(a) Where permitted by applicable law, VDI 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) a breach of this Agreement by VDI Subscriber and/or any of its personnel; or (ii) the negligence or intentional misconduct of VDI Subscriber and/or any of its personnel.

(b) VDI Subscriber agrees that, due to the unique nature of Confidential Information (as defined in Section 9.1), the 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, VDI 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 VDI Subscriber, without the necessity of posting any bond or other security. VDI Subscriber shall notify Visa in writing immediately upon VDI Subscriber becoming aware of any such breach or threatened breach.

6. DISCLAIMER. The Service data, including the VDI Reports, 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. Visa (including its licensors) does not warrant that the Service or VDI Reports will be uninterrupted, timely, accurate, reliable, updated, correct or secure; that the Service or VDI Reports will be available at any particular time or location; that any defects or errors will be corrected; or that the Service or VDI Reports are free of viruses or other

harmful components. The Service data, including VDI Reports, 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, including the VDI Reports, 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 TWELVE (12) 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 (as defined below) and, unless terminated earlier in accordance with the terms of this Agreement, shall continue for one (1) year ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term", together with the Initial Term, the "Term"); provided, however, that VDI Subscriber may terminate this Agreement by providing written notice to Visa at least thirty days in advance of the expiration of the then existing Term.

(b) VDI 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 8(c), and VDI Subscriber objects in writing within thirty (30) days of VDI Subscriber's receipt of written notice from Visa of such modification or change.

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

(d) Visa may terminate this Agreement immediately upon written notice if: (i) VDI Subscriber is in breach of this Agreement, including any misuse of the Service or VDI Reports (ii) a change in applicable law makes termination appropriate in Visa's sole discretion.

(e) Visa shall have no obligation to refund to VDI Subscriber any fees paid for the Service.

9. 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 (i) Visa discloses, in writing, orally or visually, to VDI Subscriber, or to which VDI Subscriber has access, in connection with the negotiation and performance of this Agreement, and (ii) relates to (1) Visa or any Visa Affiliate (as defined in Section 10), (2) other customers of Visa or any Visa Affiliate, or (3) third-party vendors or licensors who have made confidential or proprietary information available to Visa.

(b) VDI 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: (i) its representatives; (ii) 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 9; (iii) employees with a need to know who are obligated to hold such information confidential, and (iv) 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, VDI Subscriber shall (y) notify Visa of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (z) cooperate with Visa’s reasonable, lawful efforts to resist, limit or delay disclosure.

(c) The obligations of confidentiality in this Section 9 shall not apply to any information which VDI Subscriber rightfully has in its possession when disclosed to it by Visa, information which VDI Subscriber independently develops, information which is or becomes known to the public other than by breach of this Section 9 or information rightfully received by VDI 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 VDI 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 VDI 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. VDI Subscriber acknowledges and agrees, subject to approval of copy, that Visa may announce VDI Subscriber’s participation in the Service.

(e) Upon the earliest of: (i) the termination or expiration of this Agreement or (ii) Visa’s request, VDI Subscriber will promptly return to Visa, at no cost to Visa, all Visa Confidential Information and property. Alternatively, if so directed by Visa, VDI Subscriber will destroy, at no cost to Visa, all Visa Confidential Information according to Visa’s instructions or relevant industry best practices if no instructions are provided, and all copies

thereof, in VDI Subscriber's possession or control, and will provide a certificate signed by an officer of VDI Subscriber that certifies such return or destruction in detail acceptable to Visa.

10. CHOICE OF LAW. This Agreement shall be interpreted according to the laws of the State of New York.

11. 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.

12. MISCELLANEOUS.

(a) Entire Agreement. 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.

(b) Modification/Waiver. No modification or waiver of this Agreement or the Exhibits hereto shall be binding unless it is in writing and signed by both parties.

(c) Severability. 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.

(d) Assignment. 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"). Any assignment in contravention of this provision will be null and void. 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.

(e) Survival. The terms of this Agreement that by their sense and context are intended to survive termination hereof will so survive, including without limitation, the following Sections: 1(b), 2, 3, 5 through 12.

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

VISA U.S.A. INC.

NAME OF VDI SUBSCRIBER

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Exhibit A – Visa Destination Insights Service Subscription

Key Terms and Conditions of Visa Destination Insights Service Subscription

Reporting Area: Reporting Areas are defined by the VDI Subscriber as groupings of one or more postal codes that it would like to view aggregated Subscription Data.

Subscription Data: The Visa Destination Insights web application will present the aggregate number of cardholders, number of transactions, and sales volume along with various other metrics and dimensions that Visa may change from time to time. Visa Destination Insights will not include personally identifiable cardholder, issuer or merchant information and will not identify individual cardholder, issuer or merchant patterns. Subscription Data will include data as it becomes available during the Term per the Subscription Data Update Frequency and two years of historical data.

Subscription Data Update Frequency: Data in the application are generally updated within 45 days following the end of each calendar quarter. Depending on the report package selected, during the Term, Visa will update data for the Subscription Package selected on the Master Subscription and Pricing Form.

Subscription Package: The VDI Subscriber selects a Subscription Package on the Master Subscription and Pricing Form for each Reporting Area that they would like access to in the Visa Destination Insights web application during the Term.

User Access: Visa will provide access to Visa Destination Insights web application through Visa Online to the individual or individuals (not to exceed three) designated by VDI Subscriber to Visa in writing.

Subscription Package Options

International Subscription Package includes cross-border spend within the designated Reporting Area broken out by originating country. Optionally, the VDI Subscriber may define additional Reporting Areas within its business area. Each additional Reporting Area will be priced separately.

U.S. Domestic Subscription Package includes U.S. domestic spend within the designated Reporting Area broken out by originating core based statistical area (CBSA). The VDI Subscriber may define up to five (5) Reporting Areas within its business area as part of the base subscription. Additional Reporting Areas will be priced separately.

Combined Subscription Package includes cross-border spend and U.S. domestic spend within the designated Reporting Area broken out by originating country and originating core based statistical area (CBSA). The VDI Subscriber may define up to five (5) Reporting Areas within its business area for U.S. domestic spend and one (1) Reporting Area within its business area for cross-border spend as part of the base subscription. Additional Reporting Areas will be priced separately.

Exhibit B – Master Subscription and Pricing Form

Visa Destination Insights Service Master Subscription

As part of execution of Agreement, VDI Subscriber will select their desired Master Subscription Package, as well as an optional add-on Reporting Areas, for the Term.

	International Subscription Package (includes 1 Reporting Area)	U.S. Domestic Subscription Package (includes up to 5 Reporting Areas)	Combined Subscription Package (includes 1 Reporting Area for International Subscription and up to 5 Reporting Areas for U.S. Domestic Subscription)
Select desired Master Subscription (Check Appropriate Column)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	International Subscription	U.S. Domestic Subscription	Combined Subscription
Select desired Add-On Subscriptions (List number of desired additional Reporting Areas)			

Visa Destination Insights Service Pricing Form

Report Pricing:

At the start of Initial Term and Renewal Term(s), Visa will invoice VDI Subscriber for the annual package price for the Visa Destination Insights Subscription Package selected and VDI Subscriber shall VDI SubscriberVDI SubscriberVDI SubscriberVDI SubscriberVDI Subscriberpay such amount within thirty (30) days of receipt of such invoice.

Determining Package Pricing:

Based on the VDI Subscriber’s desired Subscription Package selected above, the below section lists the package pricing. This selection when reviewed and agreed to by Visa shall constitute the package pricing for the Term.

	International		Domestic		Combined		Total
	Subs	Cost	Subs	Cost	Subs	Cost	
Subscription Package (Annual Payment)	0	\$17,500	0	\$26,000	1	\$38,000	\$38,000
Add-On Per Reporting Area (Annual Payment)			1	\$3,500	3	\$5,060	\$15,180
Total			1	\$3,500	4	\$53,180	\$56,680

Exhibit C – Approved Information Distribution Templates and Guidelines
Visa Destination Insights Product Office to provide

DRAFT

Exhibit D – Access Steward Enrollment Form

**VISA DESTINATION INSIGHTS (VDI) – ACCESS STEWARD
DESIGNATION FORM**

As part of the Effective Date (defined below) of this Enrollment Form, the undersigned VDI Subscriber hereby designates the individual listed below as the authorized Access Steward for VDI Subscriber identified below and that person shall be primarily responsible for:

1. Managing the VDI users and profile information for such VDI access;
2. Communicating with Visa concerning such users and profile information, which includes approving and notifying Visa of any changes and additions required to profiles and users.

Such Access Steward shall be the authorized individual to manage the VDI access user and profile information for VDI Subscriber and to communicate with Visa concerning such users and profile information until such time that VDI Subscriber revokes this authorization.

VDI Subscriber Name	
Access Steward Name	
Access Steward email	
Signature of Authorized Representative	
Date (“Effective Date”)	