

DATA AGREEMENT

This Data Agreement (the "Agreement" or "Data Agreement") states the terms and conditions that govern the contractual agreement between Airdna LLC having its principal place of business at 1644 Platte Street 4th Floor Denver, CO 80202 (the "Data Provider"), and the Asheville Convention and Visitors Bureau (the "Client") who agrees to be bound by this Agreement.

WHEREAS, the Data Provider offers data services in the field of vacation rentals analytics; and

WHEREAS, the Client desires to retain the services of the Data Provider to render data services laid out below according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Data Provider and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. **TERM.** This Agreement shall begin immediately and continue until the contract is canceled by the Client. Thirty (30) days' notice must be given in the event of cancellation.
2. **DATA SERVICES.** The Data Provider agrees that it shall provide its data to the Client for data analytics (the "Data Services"), specifically:
 - o Monthly Market Summary Report for Buncombe County, NC.
3. **COMPENSATION.** The Client agrees to pay \$100/month.
4. **DELIVERY.** The Data Provider will deliver the Data Services within 48 hours of the receipt of the first payment.
5. **INTELLECTUAL PROPERTY RIGHTS IN WORK PRODUCT.** The Parties acknowledge and agree that the Data Provider retains intellectual property rights over the raw data transferred.
6. **USES.** The Client agrees that the data provided is Restricted to internal use only by employees of the Asheville Convention and Visitors Bureau.
7. **DISCLAIMER.** The Client undertakes to understand the methodology behind the data gathering and as such, the Data Provider holds no liability as to the accuracy of the information. The Client understands that the information is gathered based on reasonable assumptions and the Client holds that the information is a directional estimation.
8. **NO MODIFICATION UNLESS IN WRITING.** No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
9. **APPLICABLE LAW.** This Data Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of California and subject to the exclusive jurisdiction of the federal and state courts located in Alameda County, California.

IN WITNESS WHEREOF, each of the Parties has executed this Data Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Airdna LLC

Sarah DuPre

Sarah DuPre, Business Development Manager

DATE: 7/19/2017

Asheville Convention and Visitors Bureau

John Brown

NAME:

DATE: 7/20/2017