



ZARTICO

SERVICE AGREEMENT

CUSTOMER INFORMATION

PRIMARY CONTACT:	Makala Barton
COMPANY NAME:	Visit Broken Arrow
ADDRESS:	123 N Main St Suite A Broken Arrow, OK 74013
PHONE:	866-503-7081
EMAIL:	mbarton@brokenarrowok.gov

SERVICE DESCRIPTION

Base Package	Investment
Zartico Z5 (Includes 1-Year Free Trial of Visitor Journey App)*	\$25,000/ year
Contract Total	\$50,000

SERVICE DESCRIPTION CONT.

LICENSED PERIOD:	1 year from the Effective Date. Effective Date is July 1, 2026
PAYMENT TERM:	12-month initial term; auto-renews for successive one (1) year term unless written notice is provided 90 days prior to renewal. Renewals are subject to annual appropriations and must be approved by the Customer's governing body. *Visit Broken Arrow will incur an annual \$15,000 upcharge for Visitor Journey App beginning 24 months from the Service Agreement start date upon renewal. Pricing includes all applicable fees
TERMINATION:	Either party may terminate for material breach upon 30 days written notice and failure to cure. Upon termination: (a) Client pays all fees owed through termination date; (b) Client ceases all Service access.
FUNDING BOUNDARY:	City of Broken Arrow, OK
ANNUAL INVESTMENT:	\$25,000
PAYMENT SCHEDULE:	Annual payment due in full within 30 days of Effective Date each year
DEAL ID	58630732196

SERVICE AGREEMENT

1. **Services.** Subject to Client's compliance with the terms and conditions of this Agreement, including Client's payment of all fees and expenses owing by Client to Zartico under this Agreement, Zartico grants to Client a non-exclusive, non-transferable, and limited right during the term of this Agreement to access and use the services set forth and described under the terms and conditions of this Agreement. In order for Zartico to provide to Client the Services as set forth in this Agreement, Client shall provide and ensure its timely cooperation with Zartico, including Client making available or providing to Zartico all relevant data, information and personnel, performing any tasks or responsibilities assigned to Client, and notifying Zartico of any issues or concerns Client may have, relating to the Services.
2. **Restrictions.** Client shall not: (a) access or use the Services in violation of applicable law or in any manner that could damage, disable, burden, or impair the Services; (b) alter, modify, reproduce, or create derivative works of the Services; (c) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of the Services; (d) attempt to circumvent or overcome any technological protection measures included in the Services intended to restrict access to any portion of the Services; or (e) interfere in any manner with the operation or hosting of the Services.
3. **Compensation.**
 - a. **Compensation Information.** In consideration of Zartico providing the Services to Client under this Agreement, Client shall pay to Zartico the fees and expenses as set forth herein. Zartico will invoice Client for such fees and expenses. Except as otherwise set-forth herein, all invoices are due and payable in full by Client to Zartico within thirty (30) days of the date of such invoice. Should any portion of any invoice remain unpaid by Client to Zartico after the applicable due date, then interest will accrue and be payable by Client to Zartico on the outstanding unpaid amount of such invoice at the rate of 1% per month, or the maximum applicable legal interest rate, whichever is lower, until the date of payment in full of such invoice by Client to Zartico.
 - b. **Tax Obligation.** All fees and charges under this Agreement are exclusive of any applicable federal, state, local, or foreign taxes, levies, duties, or similar governmental assessments (collectively, "Taxes"). Client is responsible for payment of all Taxes associated with its purchase of Services under this Agreement, excluding only taxes based on Zartico's net income. If Zartico has a legal obligation to pay or collect Taxes for which Client is responsible, Zartico will invoice Client for such Taxes and Client shall pay such amounts unless Client provides Zartico with a valid tax exemption certificate authorized by the appropriate taxing authority. Client agrees to provide Zartico with all information reasonably necessary to determine whether Zartico is required to collect Taxes from Client, including Client's tax identification number and legal entity status. If Client is tax-exempt, Client must provide Zartico with valid tax exemption documentation prior to the invoice date. Failure to provide such documentation will result in applicable Taxes being charged.
4. **Confidentiality.**
 - a. **Confidential Information.** Under this Agreement, either party hereto may be provided or receive the Confidential Information (as defined below) of the other party hereto. The party hereto disclosing or providing Confidential Information to the other party is referred to herein as the "Discloser", and the party hereto receiving Confidential Information from the other party is referred to herein as the "Receiver". Except as otherwise expressly provided for in this Agreement, Receiver will hold in confidence and refrain from disclosing to any third party, without Discloser's prior written consent, any Confidential Information of Discloser. Receiver will not use any Confidential Information of Discloser for any purpose except as permitted under this Agreement and otherwise to meet its obligations under this Agreement. As used in this Agreement "Confidential Information" may include any information of Discloser relating to its business, financial affairs, customers, products, services, processes, technology and any other confidential or proprietary information that Discloser may disclose to Receiver under or in connection with

this Agreement. In order to be considered "Confidential Information" under this Agreement such information shall have been disclosed hereunder by Discloser to Receiver: (a) in tangible form (e.g. in writing or documents) and marked or labeled by Discloser as "Confidential", "Proprietary" or with a similar legend; (b) in intangible form (e.g. orally or visually) and formally identified by Discloser to Receiver as confidential at the time of disclosure; or (c) in such manner that given the nature of the information disclosed and the circumstances of disclosure such information should reasonably be understood and considered to be the confidential or proprietary information of Discloser. Notwithstanding the foregoing, all Services are deemed to be the Confidential Information of Zartico. Receiver's obligations of confidentiality and non-use under this Section will remain in effect during the term of this Agreement and following termination of this Agreement until such information is no longer to be considered Confidential Information as provided for in this Section. Confidential Information of Discloser shall not include any information to the extent such information: (i) at the time of its disclosure by Discloser to Receiver was already known to Receiver as evidenced by competent written records of Receiver; (ii) at the time of disclosure by Discloser to Receiver was generally available to the public; (iii) subsequent to disclosure by Discloser to Receiver became generally available to the public through no breach of this Agreement or any fault of Receiver; (iv) becomes known to Receiver on a non-confidential basis from a third party not bound by any confidentiality agreement with, or duty of non-disclosure to, Discloser; (v) was independently developed by Receiver without any reference to or use of Confidential Information of Discloser as evidenced by competent written records of Receiver; or (vi) was approved by Discloser for disclosure by Receiver as evidenced by express approval in writing from Discloser to Receiver. In the event Receiver is legally compelled by order of a court of competent jurisdiction to disclose any Confidential Information of Discloser, then Receiver shall give Discloser prompt written notice thereof (to the extent not legally prohibited), together with a copy of such order, so that Discloser may seek an appropriate protective order or other restricting remedy. If Discloser is unable to obtain such protective order or restricting remedy regarding such Confidential Information of Discloser, then Receiver may disclose such Confidential Information of Discloser to the extent so required by such court order; provided however, that Receiver shall reasonably cooperate with Discloser, at Discloser's sole cost and expense, in Discloser's efforts to secure confidential treatment of such Confidential Information of Discloser by such court. Upon any termination or expiration of this Agreement, Receiver shall promptly return to Discloser (or destroy if so directed by Discloser) any and all Confidential Information of Discloser.

b. **Permitted Use of Confidential Information.** Zartico may disclose Confidential Information of Client to Zartico's employees, agents and contractors who have a need to know such information and are bound to keep it confidential for purposes of performing the Services. Subject to Zartico's confidentiality obligations herein and subject to Client's specific approval, Zartico may use, modify and incorporate in the Services and/or other products or services of Zartico, Confidential Information of Client and any documentation, materials, data or information provided by Client to Zartico under or in connection with this Agreement, provided that such Confidential Information of Client and such documentation, materials, data or information of Client has been anonymized and de-identified of Client by Zartico. Without limiting the foregoing, such use by Zartico may include use in Zartico databases and records to provide the Services and/or other products or services of Zartico to its customers, and to improve or enhance the Services and/or other products or services of Zartico for Zartico customers, including for marketing, reporting, or aggregating trends and metrics. Such use by Zartico shall be without identification of or attribution to Client. In providing and performing the Services, Zartico will use and rely primarily on information available from various public sources and on the Confidential Information of Client and documentation, materials, data or information provided by Client to Zartico under or in connection with this Agreement, and Client represents and warrants that Client is authorized and has the full legal right to provide Zartico with all such Confidential Information of Client and documentation, materials, data or information provided by Client to Zartico under or in connection with this Agreement for Zartico's use in connection with the Services and as otherwise provided for or permitted in this Agreement. Client acknowledges and agrees that Zartico will have no obligation or responsibility to independently verify or confirm the accuracy or veracity of any such Confidential Information of Client or any information documentation, materials, data or information provided by Client to Zartico under or in connection with this Agreement.

5. **Ownership.** All Confidential Information of Zartico shall remain the exclusive property of and be owned by Zartico. All Confidential Information of Client shall remain the exclusive property of and be owned by Client. The Services shall remain the exclusive property of and be owed by Zartico, including any and all intellectual and proprietary rights therein or thereto. Subject to the foregoing, Client will own all reports or analysis generated by Client through its use of the Service, or such reports prepared for and furnished to the Client by Zartico in connection with the Services.
6. **Disclaimer of Warranties.** **THE SERVICES ARE PROVIDED OR MADE ACCESSIBLE BY Zartico TO CLIENT STRICTLY ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND Zartico HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH THE SERVICES OR OTHERWISE UNDER THIS AGREEMENT OR SOW, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING UNDER OR BY STATUTE OR FROM A COURSE OF DEALING, USAGE, TRADE PRACTICE OR CUSTOM.**
7. **Limitation of Liability.** **ZARTICO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER ARISING FROM, UNDER OR IN CONNECTION WITH THE SERVICES, THIS AGREEMENT OR SOW, OR FOR ANY LOST PROFITS OR DATA, HOWEVER CAUSED. ANY AND ALL LIABILITY OF ZARTICO ARISING FROM, UNDER OR IN CONNECTION WITH THE SERVICES, THIS AGREEMENT OR SOW SHALL BE LIMITED IN ALL CASES TO DIRECT DAMAGES ONLY WHICH IN THE AGGREGATE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO Zartico BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF SUCH CLAIM FOR DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY: (a) REGARDLESS WHETHER ANY SUCH CLAIM, DAMAGE OR HARM IS BASED ON WARRANTY, CONTRACT, TORT; (b) EVEN IF Zartico WAS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH CLAIM, DAMAGE OR HARM; AND (c) TO Zartico SUPPLIERS, LICENSORS AND CONTRACTORS.**
8. **Entire Agreement.** This Agreement and the SOW constitutes the entire agreement and understanding between the parties hereto relating to the subject matter of this Agreement, and there are no prior or contemporaneous oral or written representations, understandings or agreements between the parties hereto relating to the subject matter of this Agreement that are not fully expressed in this Agreement
9. **Waiver.** Any waiver by a party hereto of any the other party of this Agreement shall be effective only to the extent such waiver is expressly set forth in writing and signed by the waiving party, and shall not operate or be construed as a waiver by such waiving party of any subsequent or other breach of this Agreement by the other party hereto. Any delay or omission by a party hereto in exercising any right, power, or remedy pursuant to a breach by the other party of this Agreement shall not impair any right, power, or remedy which such non-breaching party may have with respect to such breach by the other party hereto or any future breach by the other party hereto of this Agreement
10. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, and applicable U.S. Federal law, without regard to conflicts of law or choice of law rules or principles. The parties hereto hereby consent to the exclusive jurisdiction and venue of the District Court in and for Tulsa County, State of Oklahoma, or the U.S. District Court for the Northern District of Oklahoma where applicable, for any dispute or legal matter involving this Agreement and the parties hereto agree not to plead or claim in any such courts that any such dispute or legal matter involving this Agreement has been brought in an inconvenient forum.
11. **Survival.** The following Sections of this Agreement shall survive any termination of this Agreement: 1 (Term and Termination), 3 (Restrictions), 4 (Compensation), 5 (Confidentiality), 6 (Ownership), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), and 9 (Miscellaneous).
12. **Assignment.** Neither party hereto may assign or transfer this Agreement to any third party without the express prior written consent of the other party hereto, such consent not to be unreasonably withheld or delayed, provided, however, that Zartico may assign this Agreement or any of its rights or obligations under this Agreement to any of its affiliates or subsidiaries without the written consent of Client. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. **Independent Contractor.** Zartico is an independent contractor and not Client's agent, employee, franchisee/franchisor or fiduciary.
14. **Non-Exclusive Remedies.** The rights and remedies of the parties hereto provided for in this Agreement are cumulative and not exclusive of any right or remedy available to the parties hereto under this Agreement, at law or in equity.
15. **Notice.** Any notice required by this Agreement to be given or made to a party hereto shall be in writing and delivered in person, or sent by certified first class mail, return receipt required, or equivalent, or by express courier, to the address of the other party first set forth above in this Agreement. A party hereto may change its address for notice hereunder by notifying the other party, in writing, of the new address in accordance with the foregoing in this Section. Any such notice shall be deemed delivered to the other party when received by the other party.
16. **Invalidity.** If any provision(s) set forth in this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, then this Agreement shall be construed as if not containing such provision(s), and the rights and obligations of the parties hereto under this Agreement shall be construed and enforced accordingly.
17. **Case Study and Use of Services.** Client agrees to allow Zartico to list Client name and logo on promotional and sales material during term of Service Agreement. Upon Client's prior written consent in each instance, Zartico may develop and create a case-study of Client's use of and experience with the Services, and Zartico may use and provide such case-study for marketing and promotion of the Services.
18. **Force Majeure.** In the event Zartico is delayed in performing, or fails to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, including acts of government, war, insurrection, sabotage, armed conflict, pandemic, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications services, or inability to obtain materials, supplies, equipment, products or power, then such delay or failure shall not be held to be a breach of this Agreement nor shall Zartico be liable for any such delay or failure.
19. **Counterparts.** This Agreement may be executed by the parties hereto in counterpart originals, both of which shall be deemed an original instrument for all purposes, but all of which shall together comprise one and the same instrument. An executed copy of this Agreement may be delivered by facsimile or email by one party hereto to the other party, and such facsimile or scanned copy of such executed Agreement shall be binding as an original.
20. **Standardization of Deliverable Change Orders and Addendums.** All Deliverable Change Orders and other addendums to this Agreement shall: (i) clearly reference the effective date of this Agreement; (ii) include explicit reference to this Agreement by title and date; (iii) specify the type of purchase (e.g., new service, upgrade, modification); (iv) be numbered sequentially; and (v) require signature by authorized representatives of both parties to be effective.
21. **Complementary Lodging Data Integration.** During the term of this Agreement, Zartico will provide Client with complementary access to basic lodging data analytics at no additional charge. Client acknowledges the limitations of the complementary lodging data. Client may upgrade to Zartico's premium lodging data packages at any time during the term of this Agreement by executing the appropriate Lodging Data Integration Addendum, which offers enhanced capabilities. Any upgrade to premium lodging data services will be prorated for the remainder of the current term of this Agreement.
22. **Lodging Data Additional Terms.** *Customer acknowledges that the lodging data services provided under this Agreement are licensed and provided directly by Key Data Dashboard, Inc. ("Key Data"). By signing this Agreement, Customer enters into a binding contract with Key Data on the terms set forth herein. In the event Zartico defaults in its obligations to Key Data or enters bankruptcy, Customer's rights to lodging data under this Agreement shall automatically continue with Key Data, without further action by Customer. Key Data shall then be entitled to perform directly for Customer, and Customer agrees to accept such performance on the same terms and conditions set forth herein.*

23. **Beta Module Access.** During the term of this Agreement, Zartico may provide Client with complimentary access to beta modules or features that enhance the core services. As beta offerings, Zartico reserves the right to modify, discontinue, or revoke access to any beta module at any time upon providing written notice to Client. Client acknowledges that beta modules are provided in their current state and may include limitations on data reporting, functionality, or availability. Upon deployment of a beta module, Zartico shall provide initial training covering module functionality, usage guidance, and available features. Additional training sessions may be scheduled as needed at Client's request, subject to Zartico's availability. Client understands that beta modules are provided "as is" without warranty of any kind, and may not receive the same level of ongoing maintenance or support as standard features. The availability of beta modules shall not alter any other terms or obligations under this Agreement.
24. **Places Data Definition and Scope.** For purposes of the Services provided under this Agreement, "Places" shall mean any publicly accessible building with a distinct and independent building footprint or administratively-defined place (state park, national park, national forest, city, county, state), specifically including: (a) Business Places: Locations where monetary transactions occur, including retail establishments, restaurants, grocery stores, gas stations, malls, (b) Leisure and Tourism Places: Parks, theme parks, national parks, stadiums, arenas, casinos, hotels, museums, national monuments, and resorts. Mixed use and multi-use buildings will be identified at the building level. Attempts to subdivide multi-use buildings into individual tenants cannot be done accurately. The following are expressly excluded from the Places data scope: (i) residential homes, places of worship, hospitals, clinics, schools; (iii) geographic features (rivers, forests, lakes); (iv) administrative boundaries (county lines, MSA boundaries, country polygons); and (v) transit routes (roads, highways, ferry routes, flight routes). Client acknowledges that the Places data scope may be modified based on customer feedback and evolving data capabilities. Requests for additional Places and Place categories may be submitted to Zartico for consideration but are not guaranteed to be implemented.

IN WITNESS WHEREOF, the duly authorized representative of each party hereto has executed this Agreement below as of the Effective Date.

ZARTICO, INC.

Visit Broken Arrow

By: _____
(Signature)

By: _____
(Signature)

Name: _____Sarah Lehman_____

Name: _____Michael Spurgeon_____

Title: _____CEO_____

Title: _____City Manager_____

Date: _____

Date: _____