



Arrivalist Co  
P.O. BOX 230199  
New York, NY 10023  
info@arrivalist.com  
+1 646 964 5221

March 30, 2023

## Letter of Agreement between Arrivalist and Sauk County

This letter of agreement ("**Agreement**") is entered into between Sauk County, a Wisconsin corporation with a principal place of business located at 505 Broadway, Room 309, Baraboo, WI 53913 ("**Client**"), and Arrivalist Co., a Delaware corporation, with a principal place of business located at P.O. BOX 230199, New York, NY 10023 ("**Arrivalist**"). Arrivalist and Client may be referred to in this Agreement individually as a "**Party**" or collectively as "**Parties**."

### 1. Term

The term of this Agreement shall begin April 15, 2023 and end on April 14, 2024 ("**Term**"). Any provision of this Agreement, which contemplates performance or observance subsequent to termination or expiration of the Agreement will survive termination or expiration of this Agreement and continue in full force and effect.

### 2. Services and Arrivalist Obligations

During the Term, Arrivalist will use its proprietary technology ("**Arrivalist Technology**") to provide to Client the following service: a) anonymously monitor the visit to the Sauk County area, ("**Location**") of Internet users ("**Arrivalist Services**").

Arrivalist services will provide clients with access to an online reporting interface ("**Platform**")

**Arrivalist Technology.** The Arrivalist Technology, and any and all intellectual property related thereto, shall remain the exclusive property of Arrivalist, and Arrivalist reserves all right, title and interest in the Arrivalist Technology and related intellectual property. To the extent Client needs to use the Arrivalist Technology to give effect to this Agreement, it shall do so only with the approval of Arrivalist and solely in connection with the Services provided by Arrivalist and as described in this Agreement. If any license of the Arrivalist Technology becomes necessary to give effect to this Agreement such license shall be limited to the purpose of this Agreement, and shall be non-exclusive, non-transferable, non-sublicensable, non-assignable, and revocable. Client expressly agrees not to disclose, disassemble, decompile, decrypt, extract, reverse engineer or modify the Arrivalist Technology or otherwise attempt to derive its source code or any algorithm, process, methods, techniques, or procedure contained within the Arrivalist Technology.

- **Technology Used for the Services.** Arrivalist may use different advertising technology providers in addition to its own technology and media outlets including, without limitation Client's website, Client's advertising vendors and other outlets to monitor arrivals in Destination. The Services may not be used in connection with Clients' purchases of advertising inventory (display, video or mobile) on open exchanges (also referred to as public exchanges) for ads targeting consumers located in or traveling from the member states of the European Union.
- **Timing of Reporting.** Reporting of visits monitored by the Arrivalist Technology for attribution and visitation services begin approximately 45-60 days following the commencement of agreement (the "**Launch Date**"). Timing may vary depending on complexity of location set up.
- **Review and Changes to Client's Privacy Policy Addressing Advertising Practices in the U.S.** Arrivalist shall have the right, but not the obligation, to review and make recommendations to the privacy policy governing Client's site(s) to accommodate the data collection and use practices involved in using Arrivalist Technology for advertising practices in the United States.
- **Arrivalist Services and Rates.** The specifics of the services and rates are set forth in **Appendix A**, attached hereto and made an integral and binding part hereof.





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### 3. Obligations of Client

Client shall:

- **Provide Arrivalist with Necessary Information.** Client will make Arrivalist aware of desired Arrival Zones, Points of Interest, measurement definitions and other relevant information.
- **Make Arrivalist-Recommended Edits to Privacy Policy.** Client will make any reasonable Arrivalist-recommended changes to the Client's privacy policy (as set forth in Section 2 above), including placement of Arrivalist "opt-out" language in its privacy policy and newsletter emails. Client represents and warrants that (i) its privacy policy discloses all collection and use of Internet users' information so that such disclosed practices include Client's use of Arrivalist Technology, and (ii) it will abide by its privacy policy, and honor Internet users' marketing preferences.
- **Payment.** Unless otherwise provided in **Appendices**, pay all setup fees upon execution of this Agreement within thirty (30) days of the invoice date. In the event **Appendices** provide for third party media purchases by Arrivalist on behalf of Client, such third-party media shall be pre-paid by Client. Billing information to be filled out on page five of this agreement.
- **Ownership and Use of Cookies.** Client acknowledges that Arrivalist uses cookies in order to provide the Services. Any and all cookies (or other information or technology achieving a similar or competitive function, whether currently in existence or not) used by Arrivalist in performing the Services shall remain the property of Arrivalist.

### 4. General Provisions

- A. **Publicity.** Each Party grants to the other Party a limited license to include the name and trademarks of the other Party on its website and in its marketing materials for the sole and limited purpose of publicizing the Services and Arrivalist Technology. Neither Party shall make any defamatory or derogatory statements concerning the other Party or the Services provided herein.
- B. **Confidentiality.** In connection with the implementation of this Agreement, each party may have access to or receive disclosure of Confidential Information of the other party. "Confidential Information" means information relating specifically to the other party's business, technology, marketing objectives and plans, or pricing and any other information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, or with a similar designation. Each party shall keep any such Confidential Information of the other party in confidence and not disclose it to any third party without the prior written consent of the other party. Each party shall use the Confidential Information of the other party solely for purposes provided in this Agreement. All information furnished by one party to the other party shall be and remain the property of the furnishing party. Each party shall cause its employees and subcontractors to comply with the terms in this provision. The confidentiality obligations herein shall not apply to information that: (i) is already known to a party prior to disclosure by the other party; (ii) is or becomes available to the public through no breach of this subsection by the other party; (iii) is rightfully received by the other party from a third party without a duty of confidentiality; (iv) is independently developed by a party; or (v) is required to be disclosed by law, regulation, or court order, provided that the disclosing party shall use reasonable efforts to notify the other party prior to disclosure. Either party may disclose this Agreement or Confidential Information of the other party without obtaining the other party's written consent if, in the opinion of such party's attorneys, such disclosure is required by subpoena, court order, or otherwise required by law. If a party receives or is subject to a subpoena, court order, or other legal process requiring disclosure of this Agreement or Confidential Information of the other party, such party shall notify the other party promptly thereof, in order to give the other party, the opportunity to seek a protective order or other legally acceptable protection to, as applicable, limit the disclosure of this Agreement and or the other party's Confidential Information.
- C. **Aggregate Data.** Arrivalist collects aggregate data that is not personally-identifiable including, without limitation, end user usage and behavioral data related to the Services ("Aggregate Data"). Client shall own all right, title and interest in and to any data deliverables, *provided* that Arrivalist shall retain ownership of all right, title and interest in and to: (i) any materials created prior to, or independent of, this Agreement; (ii) any underlying data that are not specifically collected for Client; or (iii) any analytical approaches used by Arrivalist to prepare the data deliverables (each, "Arrivalist Portion"). The Arrivalist Portion shall remain the exclusive property of Arrivalist, and Client shall have the non-exclusive, non-assignable and non-transferable license to use the Arrivalist Portion for Client's internal business





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purposes. Arrivalist warrants that it shall not sell Client's info or data under any circumstances. Any use of the data by Arrivalist shall be limited to internal use and for the sole purpose of improving Arrivalist's methodology.

- D. **Relationship Between Parties.** Each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract unless expressly agreed otherwise in writing.
- E. **Assignment.** Neither Party shall have any right or ability to assign, transfer, or sublicense any obligations or benefit under this Agreement without the written consent of the other party (and any such attempt shall be void), except that either party may (without consent) assign and transfer this Agreement and its rights and obligations hereunder to any successor to substantially all of its business to which this Agreement relates.
- F. **Choice of Law.** This Agreement shall be governed by the laws of the State of New York without regard to the conflict of the laws provisions thereof.
- G. **Dispute Resolution.** The Parties agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation shall be submitted to final and binding arbitration by one arbitrator. Unless the Parties agree otherwise, any arbitration will take place in the State of New York, New York County, and will be administered by, and pursuant to the rules of, the American Arbitration Association. The prevailing Party shall be entitled to all its costs and reasonable attorney fees incurred.
- H. **Validity.** If any portion of this Agreement is illegal or unenforceable, such portion(s) shall be limited or eliminated to the minimum extent necessary such that the balance of this Agreement shall remain in full force and effect and enforceable.
- I. **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and can only be modified or waived by a subsequent written agreement signed by both parties.
- J. **Force Majeure.** Neither party shall be liable to the other party for any failure or delay in performance caused by acts of God, fires, floods, strikes, whether legal or illegal, water damage, riots, epidemics or any other causes beyond such party's reasonable control, and such failure or delay will not constitute a breach of this Agreement.
- K. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution of a facsimile or email copy shall have the same force and effect as execution of an original, and a facsimile or email signature shall be deemed an original and valid signature.
- L. **Indemnification.** Client will defend, indemnify and hold harmless Arrivalist from and against any claims, actions, demands, losses, judgments, fines or expenses (including, without limitation, reasonable attorneys' fees) arising out of any actual or alleged claim due to a breach or alleged breach by Client of any of its obligations under this Agreement.
- M. **Notices.** All notices under this Agreement shall be in writing, and shall be deemed given when mailed, faxed or sent via electronic mail to the Sauk County Clerk, 505 Broadway, Baraboo, WI 53913.
- N. **No Warranty.** EACH PARTY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND/OR IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.
- O. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR (B) ANY AMOUNTS, IN THE AGGREGATE, IN EXCESS OF ONE MONTH OF SERVICE PROVIDED PURSUANT TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CLIENT ACKNOWLEDGES THAT THE FEES PAID REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT ARRIVALIST WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS.



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P. **Notices.** All notices and other communications which are required to be given by the Agreement or which are otherwise made pursuant to the Agreement will be in writing and delivered either by hand, certified or registered U.S. mail, overnight courier, confirmed email or confirmed facsimile, addressed in the case of Agency to the Sauk County Clerk, 505 Broadway, Baraboo, WI 53913 and in the case of Arrivalist to Cree Lawson, Arrivalist, P.O. BOX 230199, New York, NY, 10023 or via facsimile to 917 677 8222 or email at cree@arrivalist.com.

IN WITNESS WHEREOF, Arrivalist and Client have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ARRIVALIST CO. DocuSigned by:

By: Cree Lawson  
E622AA62AD7D45A  
Cree Lawson

Name: \_\_\_\_\_

Title: CEO

Date: 5/2/2023

Sauk County

By: Brent R. Miller

Name: BRENT R. MILLER

Title: ADMINISTRATOR

Date: 5/1/2023



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**Billing Information**

First Name: Melanie

Last Name: Platt-Gibson

Phone Number: 608.355.4840

Fax Number: 608.355-3481

Email Address: melanie.plattgibson@saukcountywi.gov

Billing Address Line 1: 505 Broadway

Billing Address line 2: \_\_\_\_\_

City: Boraboo State: WI Zip Code: 53913





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## **APPENDIX A – ARRIVALIST SERVICES**

Term: April 15, 2023 – April 14, 2024

Visitation Plus  
Visitation Dashboard  
POI Dashboard  
Bonus – Pixel 10 pages of website

Price: \$27,500

### **Deliverables**

- Up to 25 Points-of-Interest (POIs) (there can be no overlap of POIs)
- 12-month historical look back
- Assigned Account Manager/Analyst

### **Platform Access**

Included in the Arrivalist Platform are the following reports:

Visitation	In-Market Behavior
Daily Arrivals	POI Map
Day of Arrival	Trips by POI
Visitation by Market Cluster	Trips by POI Over Time
Visitation by Country & Region	POI Cross-Visitation
Visitation by Distance	POI Cross-Visitation by category
Duration of Stay by Distance	POI Foot Traffic
Visitation by Day of Arrival	Top Destination
Duration of Stay by Day of Arrival	
Visited Locations	

Arrivalist will invoice upon execution of this agreement and Client will remit payment within thirty (30) days of receipt of invoice.

## **Appendix B – Standard Clauses**

1. **Insurance.** During the term of this Agreement, Arrivalist shall, at Arrivalist's sole cost, maintain the following insurance:

Comprehensive General Liability Limits: \$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:  
\$1,000,000.



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**Worker's Compensation:**

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the Client as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the Client. An updated copy of the Certificate must be provided anytime a change is made to any policy.

**2. Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

**3. Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

**4. No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel and shall not be construed against either party.

**5. Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

**6. Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses (if any), shall in any way constitute a waiver on the part of the Client of any immunity, liability limitation or other protection available to the Client under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Client shall apply unless the Client elects otherwise.

**7. Open Records Law Compliance.** Arrivalist understands and agrees that, because Client is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Arrivalist and/or the Client. Arrivalist agrees to fully comply with such laws, and to cooperate with Client in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Client or others upon the request of Client. Compliance and cooperation of Arrivalist shall be at its sole cost and expense.

**8. Competence, Solvency.** Arrivalist warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. Arrivalist represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Arrivalist shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

**9. Compliance with Laws.** The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

**10. Electronic Signing.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.