

CONTRACT INFORMATION	
Advertiser:	TA_San_Marcos_TX_US
Campaign:	TA_San_Marcos_CVB_PDP Campaign_Oct 2018-Sep 2019
Proposal ID:	20520244 & 20520247
Agency:	
Sales Person:	Kristen Kenny
Sales Planner:	Filipe de Almeida
Date:	July 30, 2018

ORDER SUMMARY	
Total Impressions:	1,696,875
Total Cost (Base Currency):	\$39,450
Base Currency eCPM:	
Proposal Currency:	USD
Order Start Date:	October 1, 2018
Order End Date:	September 30, 2019

CREATIVE SPECIFICATIONS	
Link to Online Creative Specs:	http://www.tripadvisor.com/pages/ad_specs.html
<ul style="list-style-type: none"> Creative Spec Highlights TripAdvisor requires all creative and tracking links to be SSL compliant (secure, https). <ul style="list-style-type: none"> All 3rd party tags (including Rich Media) All impression trackers Any elements being referenced from .swf files, if any (ie: xml files for dynamic data, etc.) TripAdvisor does not restrict any colors within advertisements however creative could be rejected if it seems to mimic the colors, functionality, content, and look/feel of TripAdvisor site or brand. Advertisers may not use the words "trip", "advisor", or "advice" in a way that capitalizes on the TripAdvisor name or brand. Third party ad-serving fees will either be paid by the advertiser/agency directly or added to the CPM fees charged by TripAdvisor. Booking widgets are not permitted. Any use of the TripAdvisor logo within creative must be approved. Creative swapping is not allowed when using a third party vendor unless the creative has been pre-approved. TripAdvisor must be notified of any creative changes. Any creative which does not meet TripAdvisor's specs will cause a campaign to be pulled immediately. 	

NOTES	
<p>Premium Destination Sponsorship Programs cannot be cancelled.</p> <p>100% SOV of the standard IAB banner placements on the Tourism and Destinations Page(s).</p> <p>Content integration on TripAdvisor include: Photos and Videos; DMO Links, Email Address and Brochure; Official Visitor; Center Designated on Map; Destinations Servlet, Collections, Articles, Events; Forum Extension and Mobile.</p> <p>The cost of the sponsorship will be invoiced monthly over the duration of the sponsorship. Costs will be pro-rated for sponsorships starting and ending in the middle of a month.</p> <p>.....</p> <p>The terms of this Insertion Order are subject to the TripAdvisor Internet Advertising Insertion Order Terms and Conditions (NA) which is incorporated herein by reference and can also be found at:</p> <p>http://www.tripadvisor.com/pages/otermso42814.html</p> <p>The TripAdvisor Internet Advertising Insertion Order Terms and Conditions will take precedence over the commercial terms herein, in case of any conflict, except for alternate (a) payment or (b) cancellation language.</p> <p>All audience extension advertisements which are identified on this IO, shall be subject to the IAB 3.0 terms and conditions and Advertiser hereby authorizes Tripadvisor to act as its Agency as contemplated therein.</p> <p>ALL INVENTORY IS SUBJECT TO AVAILABILITY & CANNOT BE RESERVED UNTIL A SIGNED IO IS RECEIVED.</p> <p>THIS INSERTION ORDER EXPIRES ONCE THE START DATE HAS PASSED. PLEASE REACH OUT TO YOUR SALES REP FOR AN UPDATED INSERTION ORDER IF THE START DATE IS NO LONGER CURRENT.</p>	

Placement	Ad Name Comments	Size	Start Date	End Date	Rate	Cost Type	Contracted Impressions	Total Cost
Premium Destination Partnership on .COM: San Marcos, TX	100% SOV of the standard IAB banner placements on the Tourism and Destinations Page(s) . Content Integration on TripAdvisor include: Photos and Videos; DMO Links, Email Address and Brochure; Official Visitor Center Designated on Map; Destinations Servlet, Collections, Articles, Events; Forum Extension and Mobile.	728x90 300x250 300x600 320x50	October 1, 2018	September 30, 2019	\$6,500.00	Fixed Cost - Subscription	100% SOV	\$6,500
San Antonio and Austin DMA Content	US IPs	320x50	October 1, 2018	December 31, 2018	\$22.00	CPM	300,000	\$6,600
San Antonio and Austin DMA Content	US IPs	728x90 300x250 300x600	April 1, 2019	June 30, 2019	\$20.00	CPM	187,500	\$3,750
San Antonio and Austin DMA Content	US IPs	320x50	April 1, 2019	July 31, 2019	\$22.00	CPM	300,000	\$6,600
Audience Extension - Video		Video	April 1, 2019	June 30, 2019	\$20.00	CPM	400,000	\$8,000
Audience Extension - Video		Video	June 1, 2019	August 31, 2019	\$20.00	CPM	400,000	\$8,000
Run of Site Added Value	US IPs	728x90 300x250	January 1, 2019	September 30, 2019	\$0.00	CPM	109,375	\$0
Totals:							1,696,875	\$39,450

TERMS AND CONDITIONS

TRIPADVISOR MEDIA GROUP INTERNET ADVERTISING INSERTION ORDER TERMS AND CONDITIONS AMERICAS

1 Description of Service. Except as otherwise provided in Sections 2, 3 and 4 of these TripAdvisor Media Group Internet Advertising Insertion Order Terms and Conditions (referred to as the "Agreement", "IO", or "Terms & Conditions"), TripAdvisor shall display the advertisement(s) beginning on the Start Date and ending on the sooner of (a) the End Date or (b) the end date that the overall sum of the total cost per click charges, impression levels, or flight duration commitments stipulated in the TripAdvisor Schedule Detail page of the Insertion Order reach the net amount of advertising purchased. TripAdvisor shall use good faith efforts to deliver the desired number of click-throughs or impressions within the time period stated, but shall not be liable at all for failing to do so.

2 Insertion Order Rules. All requests by Customer for advertising on TripAdvisor's, or its Affiliates' web sites and/or newsletters, are governed by these Terms and Conditions. For each advertising request, Customer shall complete and submit to TripAdvisor an Insertion Order ("IO"). Each IO shall be signed by Customer and TripAdvisor and numbered with an individual IO number. Upon mutual written consent and approval (which may occur via email), the Parties may make changes to the non-financial details of an advertising campaign previously set forth in an executed IO (e.g., changes to the placement description, creative unit, start/end dates and number of ad requests). No other conditions, provisions, or terms of any sort appearing in any writings or other communications made in connection with such IOs, including without limitation those contained on or accompanying checks or other forms of payment, will be binding on TripAdvisor, whether in conflict with or in addition to these Terms and Conditions. Any IO's which quote rates which vary from the rates offered by TripAdvisor will not be binding on TripAdvisor, and will be deemed requests for advertising at TripAdvisor then-current rates unless signed by both parties. IO's are binding on Customer and not subject to cancellation, except as provided below under Section 6. Customer will use TripAdvisor services in accordance with applicable law and in a manner which does not interfere with, disturb, or disrupt other network users, services, or equipment, as determined by TripAdvisor in its sole discretion. Each IO shall specify the types and amount of inventory to be delivered (e.g. impressions, clicks, or other desired actions as the "Deliverables"), the price for such Deliverables, the maximum amount of money to be spent pursuant to the IO (if applicable), the start and end date of the campaign, if applicable.

3 Advertisements. TripAdvisor reserves the right, without liability, to reject, remove and/or cancel any ads which contain content or links which do not meet TripAdvisor's advertising specifications, at TripAdvisor's sole discretion. TripAdvisor's sole liability under this Section shall be to refund the pro-rata portion of amounts paid for the unfulfilled advertising term, if any. TripAdvisor may redesign its site at its sole discretion at any time.

(a) Customer hereby grants TripAdvisor the right to display its advertisement(s) on both the TripAdvisor Media Group branded Web sites, partner web sites, and emails that are related to the TripAdvisor Media Group, as defined at http://www.tripadvisor.com/pages/about_us.html. Failure by TripAdvisor to publish any requested advertisement does not constitute a breach of contract or otherwise entitle Customer to any legal remedy.

(b) Customer's failure to comply with all applicable requirements of the Advertising Specifications may delay or prevent delivery of the advertisements and shall give TripAdvisor the right to immediately terminate the applicable IO.

(c) Customer shall be solely responsible for the content of its advertisements and any web site linked to from such advertisements and shall indemnify TripAdvisor for all loss, costs, and damages in connection with any claims of infringement of any third party rights. Customer represents, warrants and covenants to TripAdvisor that at all times, (a) it is fully authorized to publish the entire contents and subject matter of all requested advertisements (including, without limitation, all text, graphics, URLs, and Internet sites to which URLs are linked); (b) all such materials and Internet sites comply with all applicable laws and regulations and do not violate the rights (including, but not limited to, intellectual property rights) of any third party; (c) it has the full corporate rights, power and authority to enter into this IO and to perform the acts required of it hereunder, and its execution of this IO does not and will not violate any agreement to which it is a Party or by which it is otherwise bound, or any applicable law, rule or regulation; and (d) each such Internet site is controlled by Customer and operated by Customer or its independent contractors, is functional and accessible at all times, and is suitable in all respects to be linked to from the applicable site containing the advertisement.

(d) It is the Customer's obligation to submit Advertising Material in accordance with TripAdvisor's then existing advertising criteria or specifications (including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with TripAdvisor's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and material due dates) (collectively "Policies").

(e) Public Announcements. Customer hereby grants TripAdvisor permission to publicize the fact that it is a client of TripAdvisor in a press release. However, Customer shall not use, display or modify TripAdvisor's trademarks in any manner without the prior written consent of TripAdvisor.

4 Confidentiality and Privacy.

(a) Confidential Information. The parties agree that the recipient of any confidential or proprietary information of the other party provided or received hereunder, whether identified as being proprietary and/or confidential or which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, will use such confidential information solely for the purposes for which it is provided by the other party, will not disclose such confidential information to any third party, and will protect such confidential information from unauthorized use and disclosure, provided, however, that TripAdvisor may share the confidential or proprietary information that it receives hereunder with its Affiliates. The foregoing obligations will not apply to any (a) information that becomes generally publicly available through no fault of the recipient, (b) information that the recipient obtains from a third party (other than in connection with this Agreement), (c) information that is independently developed or acquired by the recipient, (d) disclosure with the prior written consent of the disclosing party; or (e) disclosures which are required by applicable law. Notwithstanding the foregoing, the recipient may disclose such confidential information if required by any judicial or governmental request, requirement or order; provided that the recipient will take reasonable steps to give the disclosing party sufficient prior notice in order to contest such request, requirement or order. All terms and conditions of this Agreement shall be considered confidential information.

(b) Furthermore, unless otherwise explicitly authorized by TripAdvisor, Customer will not: (a) use or disclose IO details, or any data collected pursuant to this Agreement, including but not limited to a user's recorded view or click of an Ad, on a non-aggregated basis, for retargeting or any purpose other than performing under the IO, or internal reporting or internal analysis; or (b) use or disclose any personally identifiable information collected from individual users during delivery of an Ad pursuant to the IO in any manner other than in performing under the IO or (c) use any cookies (or information matched to such cookies, including without limitation IP address, 3rd party data or Customer's data), contextual signals or other actions taken on TripAdvisor or it's Affiliates to retarget users or build targetable segments outside of TripAdvisor or its Affiliates. Customer will require any Third Party or Affiliate used in performance of the IO on Customer's behalf to be bound by the confidentiality and non-use obligations at least as restrictive as those on Customer, unless otherwise set forth in the IO.

(c) Privacy and Compliance. During the Term, Partner shall have a privacy policy in place governing its use of end users' personal information that meets or exceeds any applicable laws, rules and regulations governing the use of such information. Partner shall ensure that any collection, use and disclosure of information obtained pursuant to the related IO comply with all applicable laws, regulations and privacy policies, including all of the requirements the CAN-SPAM Act. Both parties agree not to send any unsolicited, commercial email or other online communication (e.g., "spam") through to users of the other party's services or sites and shall comply with all applicable TripAdvisor policies regarding bulk mail. For the purposes of any email or advertising placements, Partner designates TripAdvisor as the senders for compliance with the CAN-SPAM Act. This section shall survive the completion, expiration, termination or cancellation of this IO for a period of five (5) years.

5 Payment Terms and Calculations.

(a) Customer shall be invoiced by TripAdvisor on a monthly basis upon completion of the calendar month. All unpaid advertising fees shall accrue interest at the rate of 1½% per month until paid, or the legal maximum, whichever is less. In addition to any other rights, TripAdvisor may immediately remove Customer's advertisements in the event of non-payment by Customer within such time period. All sums payable by Customer to TripAdvisor under this Agreement are exclusive of any sales tax, indirect or similar taxes chargeable on any supply to which those sums relate. Customer may deduct from amounts payable to TripAdvisor under this Agreement any withholding income tax amounts as required by the local law to be deducted from such payments and remitted to the local tax authorities. Customer shall promptly provide to TripAdvisor any proof of such remittances to the local tax authorities, including receipts issued from the appropriate tax regulatory authority or any other relevant documentation evidencing payment of any amounts deducted pursuant to this clause.

(b) In the event of a failure of any individual 3rd party tracking system used for billing purposes, TripAdvisor will be the system of record used for the most recent valid period prior to determine ratios. If Customer's advertisements are subject to a revenue share, Customer shall provide monthly reconciliation data within 5 business days following month-end; failure to provide timely reconciliation data will result in TripAdvisor invoicing partner based off of Property Level Minimum (PLM) values for all revenue share clicks. All billing calculations are based solely on the ad impression or quick count metrics as calculated by TripAdvisor (including, but not limited to CPM and CPC). Not Customer or third party calculations, unless otherwise agreed to in writing in the TripAdvisor IO or Schedule Detail page. Native Video billing calculations are based solely upon TripAdvisor internal billable play reporting.

Term and Termination. The term of the Agreement will begin on the Effective Date specified in the first IO between the parties and continue until the Agreement is terminated (the "Term"). If either party is in breach or default under the Agreement, the non-defaulting party may terminate the Agreement by providing written notice to the defaulting party of (i) the nature of the breach and (ii) the intent to terminate; the effective date of such termination will be thirty (30) days after receipt of the written notice, provided that the defaulting party has not cured the breach within such time period. Either party may terminate the Agreement for convenience with 30 days prior written notice. So long as any IO remains in effect, these Terms and Conditions shall also remain in effect. If any IO is cancelled for any reason, Customer shall pay to TripAdvisor, within thirty (30) days after such cancellation, all amounts not yet paid for such delivered ad requests up to the effective date of cancellation. IF EITHER PARTY TERMINATES ANY IO, CUSTOMER'S SOLE REMEDY WILL BE A REFUND OF ANY PRE-PAID FEES IN EXCESS OF THE FEES OWED TO TRIPADVISOR UNDER THE IO. NEITHER TRIPADVISOR NOR ANY OF ITS AFFILIATES WILL HAVE ANY OTHER LIABILITY OF ANY NATURE TO CUSTOMER.

6 Liability, Warranty & Indemnity.

(A) EXCEPT AS OTHERWISE STATED HEREIN, TRIPADVISOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES AS TO THE TRIPADVISOR SITE(S) OR THE SERVICES PROVIDED HEREUNDER, OR THE FUNCTIONALITY, PERFORMANCE, OR RESPONSE TIMES OF THE TRIPADVISOR SITE(S) OR THE SERVICES PROVIDED HEREUNDER. TRIPADVISOR DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY OTHER LOSS, INJURY, COST OR DAMAGE SUFFERED BY PARTNER OR ANY THIRD PARTY ARISING FROM USE OF THE SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL TRIPADVISOR BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS. THIS PROVISION SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT. IN NO EVENT SHALL TRIPADVISOR OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER FOR AN AMOUNT IN EXCESS OF THE TOTAL DOLLAR AMOUNT ACTUALLY RECEIVED BY TRIPADVISOR FROM CUSTOMER FOR THE SPECIFIC AD AT ISSUE.

(b) Customer agrees to defend, indemnify and hold harmless TripAdvisor and each of TripAdvisor's agents, customers, subcontractors and affiliates, and the officers, directors, and employees of any of the foregoing, from, against and in respect of any and all losses, costs, (including reasonable attorney's fees) expenses, damages, assessments, or judgments (collectively, "Liabilities"), resulting from any claim against any such parties in connection with Customer's advertisement, except to the extent that such claims directly resulted from the gross negligence or willful misconduct of TripAdvisor.

7 General Provisions. These terms and conditions are governed by the laws of Commonwealth of Massachusetts. Customer consents to the exclusive jurisdiction and venue of courts of Boston, MA, for all disputes related to the subject matter hereof. No joint venture, partnership, employment, or agency relationship exists between Customer and TripAdvisor. TripAdvisor will not be deemed to have waived or modified any of these terms and conditions except in writing signed by its duly authorized representative. Customer may not assign its rights hereunder to any third party unless TripAdvisor expressly consents to such assignment in writing, not to be unreasonably withheld. Modifications to the originally submitted IO will not be binding unless signed by both parties. If any provision of these standard terms and conditions is found invalid or unenforceable pursuant to judicial decree or decision, the remaining provisions will remain valid and enforceable, and the unenforceable provisions will be deemed modified to the extent necessary to make them enforceable. These Terms and Conditions will be deemed to be controlling over all other writings or agreements of any kind between the parties covering the subject matter of the IO, except for alternate (a) payment or (b) cancellation language, as specifically provided in the business terms in the IO or Schedule Detail Page. All notices to TripAdvisor relating to any legal claims or matters must be made in writing to TripAdvisor, attn: General Counsel, 400 1st Avenue, Needham, MA 02494. The Parties acknowledge and agree that TripAdvisor may archive an electronic copy of the fully executed Agreement. Except as specifically provided herein, this Insertion Order and Terms & Conditions constitute the entire understanding and Agreement between the parties and supersedes any and all prior understandings and/or Agreements between the parties with respect to the subject matter. No change, amendment or modification of any provision of this Agreement or waiver of any of its terms will be valid unless set forth in writing and mutually agreed to by the parties.

San Marcos TX US TripAdvisor LLC
617 IH 35 North, San Marcos, TX 78666 United States of America 400 1st Ave., Needham, Massachusetts 02494, United States

TRIPADVISOR SIGNATURE

By: _____
(signature)

Print Name: _____
(print or type)

Title: _____
(print or type)

Date: _____

AGENCY OR CLIENT SIGNATURE

By: _____
(signature)

Print Name: _____
(print or type)

Title: _____
(print or type)

Date: _____