

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 20-788-EP  
AMENDMENT NUMBER 1**

This Amendment Number **1** is made on 6/9/2022 by the County and amends Agreement Number **20-788-EP** ("Main Agreement") dated November 16, 2020, between **ADARA, INC.** ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

- PURSUANT TO PROVISION 4: CONTRACT TERM, THIS AGREEMENT IS HEREBY RENEWED FROM JULY 1, 2022, TO JUNE 30, 2023, WITH TWO (2) ONE (1) YEAR RENEWALS REMAINING.**
- REPLACE EXHIBIT A, SERVICE ORDER, IN ITS ENTIRETY WITH THE ATTACHED REVISED EXHIBIT A, SERVICE ORDER.**

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: DocuSigned by:  
Dr. Sharon T. Lewis  
89B86B1AD301462...

NAME: DR. SHARON T. LEWIS

TITLE: PURCHASING AGENT

DATE: 6/9/2022

ADARA, INC.

AUTHORIZED SIGNATURE: DocuSigned by:  
Sam Lauer  
BEF344FD292C4B3...

NAME: Sam Lauer

TITLE: Director - Customer Success

DATE: 6/8/2022

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

<b>TO:</b> ADARA, INC. 2625 MIDDLEFIELD ROAD, #827 PALO ALTO, CA 94306	<b>DATE ISSUED:</b>  <b>CONTRACT NO:</b>  <b>CONTRACT TITLE:</b>	<b>NOVEMBER 16, 2020</b>  <b>20-788-EP</b>  <b>ADARA ANALYTICS</b>
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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 20-788-EP including any attachments or amendments thereto.

**EFFECTIVE DATE:** RETROACTIVELY EFFECTIVE JULY 1, 2020  
**EXPIRES:** JUNE 30, 2021  
**RENEWALS:** FOUR (4), TWELVE-MONTH RENEWAL OPTIONS, JULY 1, 2021 – JUNE 30, 2025  
**COMMODITY CODE(S):** 95635  
**LIVING WAGE:** N

**ATTACHMENTS:**  
CONTRACT 20-788-EP

**EMPLOYEES NOT TO BENEFIT:**  
**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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<b><u>VENDOR CONTACT:</u></b> SAM LAUER, CUSTOMER SUCCESS MANAGER	<b><u>VENDOR TEL. NO.:</u></b>	<b><u>(773) 617-2300</u></b>
<b><u>EMAIL ADDRESS:</u></b> <a href="mailto:SAM.LAUER@ADARA.COM">SAM.LAUER@ADARA.COM</a>		
<b><u>COUNTY CONTACT:</u></b> SCOTT BAKER, MARKETING MANAGER (AED – ARLINGTON CONVENTION AND VISITORS SERVICE)	<b><u>COUNTY TEL. NO.:</u></b>	<b><u>(703) 228-0877</u></b>
<b><u>COUNTY CONTACT EMAIL:</u></b> <a href="mailto:SBAKER@ARLINGTONVA.US">SBAKER@ARLINGTONVA.US</a>		

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**PURCHASING DIVISION AUTHORIZATION**

_____	_____
<b>Title</b>	<b>Date</b>

## EXHIBIT A – SERVICE ORDER



### SERVICE ORDER

Under this SO ADARA has agreed to provide to Customer, and Customer has agreed to acquire from ADARA, the Services set forth below.

1. **Services.** ADARA agrees to provide to Customer the following checked Services as said Services are defined in the T&C's:

- ADARA Media Impact PLUS
- ADARA Site Impact PLUS

2. **Fees.** For the Services set forth above ADARA will charge and invoice Customer for the following fees:

**Subscription fee: Annual on-going subscription reporting fee of \$25,000 excluding any applicable sales tax**

a. For Services provided on an on-going basis under this SO, ADARA will invoice Customer **\$25,000 on July 1, 2020.**

b. If, as part of the Services provided by ADARA to Customer hereunder, any custom or special reporting Services are requested by Customer and agreed to by ADARA, Customer will be billed an additional fee at \$300 per hour.

3. **Obligations of Customer.** In order for ADARA to provide the Services set forth in this SO, Customer will be required, and agrees, to provide the following:

a. If requested by ADARA, Customer agrees to (i) place or facilitate the placement of ADARA's proprietary pixels ("Pixels") in Client's advertising created for Client with participating vendor or publisher's ("Partner (s)"), (ii) install or facilitate installment of ADARA Pixels on Client's website ("Website") and email communications, (iii) cooperate with ADARA for the purpose of receiving the Services from ADARA and, (iv) allow ADARA, at ADARA's discretion, to have direct contact with the Client.

## EXHIBIT B – ADARA ANALYTICS SERVICES AGREEMENT



### ADARA Destination Marketing Cloud ANALYTICS SERVICES AGREEMENT Standard Terms and Conditions

#### 1. Definitions.

In this Agreement, capitalized terms shall have the definitions ascribed to them herein, or as set forth in a Service Order(s) signed by the parties (singularly “SO”, and “SOs” plural”). In the event of any discrepancy between a term contained herein and in the SO, the SO shall govern.

#### 2. Services and Fees.

2.1 ADARA is a technology company that, among other things, provides Services using ADARA Data and Customer Data (as those terms are defined in clause 3.1 below) to provide such Services to its customers.

2.2 Services. Services to be provided by ADARA to Customer are set forth below and in the respective SO(s) executed between ADARA and Customer where additional or custom Services are requested by the Customer and agreed to by ADARA. The fees to be charged by ADARA to Customer for the Services, including any additional or custom Services, are set forth in the respective SO.

2.3 Services provided by ADARA:

(i) ADARA Media Impact: Connecting digital media exposure to travel activity available in ADARA’s Data.

Access and login to the Impact Platform and Media Impact product module, as well as view and download interactive reports.

Partner & Pixel Setup – create and set-up website tracking pixel and analytics tracking pixels for placement on the digital properties including websites and analytics pixels for placement in advertising media (referred to herein as “Pixels” as such pixel technology pertains specifically to Customer).

Media Impact Overview – report module that contains a summary by media partner and analytics tracking Pixels for travel activity, detailed flight and hotel performance, overlap of impressions between media partners, and exposed traveler engagement activity with media for flight and hotel activity.



Media Impact Insights – report module that provides data and insights on the exposed traveler profile such as loyalty program tier, business vs. leisure travel behavior, and origin markets. Trip Planning insights into how far in advance individuals plan and book their flight and hotel. Market details on where air and hotel customers are searching and booking and the alternative markets that were searched and booked.

(ii) **ADARA Site Impact** : Connecting website visitors to travel activity available in ADARA’s Data.

Access and login to the Impact Platform and Site Impact product module to set-up website Pixels and view and download interactive reports:

Site Impact Overview – report module that provides flight and hotel search and booking metrics of site visitors.

Site Impact Insights - report that provides data on the traveler profile such as loyalty program tier, business vs. leisure travel behavior, and origin markets. Trip Planning insights into how far in advance individuals plan and book their flight and hotel. Market details on where air and hotel customers are searching and booking and the alternative markets that were searched and booked.

(iii) **ADARA Impact PLUS**: ADARA Impact PLUS provides precision mapping of digital marketing efforts to destination revenue, based on more comprehensive market visibility. It features a new methodology based on predictive analytics and will provide hotel bookings and search KPI’s across Media Impact, Site Impact and Market Visitation based on comprehensive market visibility.

(iv) **ADARA Market Visitation**: Access and login to the Impact Platform and Market Visitation Product module. Module will provide report on how many visitors came to Customer’s destination including visitors influenced by marketing and the key attributes such as hotel bookings, length of stay and average daily hotel rate for a give date range.



(v) ADARA Pixel Service: ADARA will help Customer build, manage and validate Pixels used for Media and Site Impact for one of the following two package options:

Package 1	Package 2
Pixel Strategy Pixel Creation Pixel Trafficking on Adserver Pixel Validation	Pixel Strategy Pixel Creation Pixel Validation (NO Pixel Trafficking)

(vi) ADARA Premium Destination Intelligence Reports: Report selection includes one or more of the following:

- Ecosystem - This report shows Customers how their full ecosystem is performing by highlighting: the full scope of flight and hotel activity in their destination; where travelers are visiting from, key travel attributes such as bookings, length of stay, ADR etc.
- YOY Market Shift - This report shows year-on-year volume shift for inbound flight and hotel search and bookings from specific origins.
- Competitive Landscape -Report helps Customer compare their overall ecosystem performance against alternate destinations. Report provides insights into how popular a destination is (as compared to competition) on KPIs such as: % share of flight and hotel search / bookings, Top Flight Origins, Hotel Average Daily Rate, Length of Stay and Traveler Type.
- Website Benchmark - This report helps Customers compare their performance of their website against alternate destinations with regards to influencing travel activities. It provides insights into how popular a destination is (as compared to competition) on KPIs such as: % share of flight and hotel search / bookings, Top Origins, Average Daily Rate, Length of Stay and Trip Planning Timeline.



- Lift Analysis- This report provides Customers with key insights on the incrementally driven by their marketing efforts. This report enables destination marketers to compare economic impact of travelers who were exposed to their media campaigns against non-exposed travelers.

(vii) ADARA Market Monitor: A market demand forecasting solution using predictive analytics to provide insights into future booking and visitation activity:

Access and login to the Platform and associated reports.

Booking Predictions - Primary Market: definition and set-up of primary market, with support for various combinations of geography, property, and airport data.

Report module that provides six months of forecasted bookings and two years of backdated predictions and actuals. Pacing heatmaps, competitive analysis including year over year booking growth, prediction vs. actuals trendline, and access to downloadable data.

Booking Predictions- Competitive Market: definition and set-up of one or more specified market(s), with support for various combinations of geography, property, and airport data.

Report module that provides six months of forecasted bookings and two years of backdated predictions and actuals. Competitive analysis including year over year booking growth.

Origin Markets – report module that provides data & insights on origin markets driving search and book activity to primary market. Insights include raw bookings, avg. revenue, avg. daily rate, length of stay, number of travelers, and search to book.

(viii) ADARA reserves the right to add or remove deliverables and/or product features at any time during the course of providing Services as required in order to provide the stated fundamental service capabilities. All included reporting is subject to data sufficiency and availability.



**2.5 Fees.** For the Services provided by ADARA to Customer set forth in a respective SO Customer will pay ADARA the fee(s) set forth in the SO, plus any applicable sales tax. Unless otherwise provided in the SO fees shall be paid by the Customer within 45 days after receipt of an invoice from ADARA. In the event that Customer does not pay the amount due within said 45 days period ADARA reserves the right to (i) terminate the Services and invoice Customer for any Services that have been provided as of the termination date, and/or (ii) charge Customer a late charge on the amount not paid equal to 1.5% per month (or, if lower, the maximum rate allowed by law) on the outstanding balance for the period such payment is delinquent.

### **3. Intellectual Property.**

**3.1 Services.** “Customer Data” means data provided by Customer to ADARA or obtained by ADARA through the Pixels. Customer shall own all Customer Data, subject to the remainder of this section. Except for the limited rights to use the Services and the ADARA Data in the form provided by ADARA pursuant to the respective SO for its own internal purposes, Customer does not acquire any interest in the Services or the ADARA Data. “ADARA Data” means (a) data ADARA receives from others, and (b) all data derived by ADARA through its analysis of the foregoing. Without limitation, as between ADARA and Customer, ADARA owns, and shall continue to own, all intellectual property and other proprietary rights in and to all portions of the Services and the ADARA Data. As to any Customer Data obtained via the Pixels, Customer hereby grants ADARA the right to use such data to perform the Services set forth in the respective SO and to provide services to others.

**3.2 Platform.** If pursuant to an SO Customer is granted access to ADARA’s proprietary platform (“Platform”) used to, among other things, obtain and analyze Customer Data, said access shall be granted solely for the purposes set forth in the SO. ADARA agrees that it shall restrict access to the Platform only to such ADARA personnel as are required to provide the Services. Such access shall be used by Customer for its sole benefit only. ADARA will provide access to the Platform by a proprietary and confidential password, or such other security measures as determined solely by ADARA. All passwords or other security measures made available to Customer by ADARA shall at all times be used by Customer only as provided for in the respective SO. Customer shall be exclusively responsible for the supervision, management, and control of its use of the Platform. Customer acknowledges and agrees that the Platform, all modifications, enhancements and additions there to, and all passwords, user names, site entry procedures and Platform use information is the property of ADARA, and except to the extent expressly authorized by this Agreement, Customer shall receive no rights in or to the same. Customer shall not sell, assign, lease, market, transfer, encumber, or





otherwise suffer to exist any lien or security interest on, or allow any third person, firm, company, or other entity to copy, reproduce or disclose, the Platform, whether in whole or in part, or in any manner whatsoever. Customer agrees that any disclosure of confidential and proprietary information regarding Platform to a third party without the express written approval of ADARA will constitute a material breach of this Agreement and shall terminate Customer's access to the Platform granted in the respective SO.

3.3 Trademark Usage. Unless otherwise provided in the SO, neither party shall have the right to use the trademarks or logos of the other party without the written permission and approval of the other party first obtained.

#### **4. Confidential Information.**

4.1 Confidential Information. In connection with this Agreement, each party may disclose, or may learn of or have access to, certain confidential proprietary information owned by the other party ("Confidential Information"). Confidential Information means any data or information (specifically including, but not limited to the ADARA Data and Customer Data), the Platform and related user codes, passwords or other security measures, oral or written, that relates to a party, or any of its business activities, technology, developments, inventions, processes, trade secrets, know how, source code, algorithms, plans, financial information, forecasts, and projections. Notwithstanding the foregoing, Confidential Information is deemed not to include information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the receiving party; (iii) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the receiving party's possession free of any confidentiality obligations with respect thereto; or (v) is approved for release or disclosure by the disclosing party without restriction.

4.2 Obligations. Except as expressly permitted in this Agreement, each party shall maintain the Confidential Information of the other party in strict confidence and shall not disclose, publish or copy any part of such Confidential Information. Each party shall use the Confidential Information of the other party solely for the purpose of this Agreement. Each party shall take all necessary precautions in handling the Confidential Information of the other party and limit disclosures on a strict need-to-know basis. However, a party may disclose Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that such party gives reasonable prior notice, to the extent possible, to the other party to contest such order or requirement. Upon the termination or expiration of this Agreement, each party shall return to the other party, or certify the destruction of, all Confidential



Information of the other party, provided that, neither party shall be obligated to purge archived data if the obligations of this section continue to be strictly observed.

**5. Privacy.** ADARA and Customer each agrees that it will only use the Services in compliance with the privacy laws of the jurisdiction where the Services are used. Without limitation to the foregoing, the parties further agree to the provisions of Exhibit A attached hereto and hereby incorporated herein.

**6. Disclaimer.** SERVICES ARE PROVIDED TO CUSTOMER “AS IS” AND ADARA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. ADARA DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS. ANY USE BY CUSTOMER OF THE SERVICES OR THE INFORMATION PROVIDED BY ADARA TO CUSTOMER HEREUNDER SHALL BE AT CUSTOMER'S OWN RISK.

**7. Limitation of Liability.** EXCEPT FOR THE OBLIGATION TO INDEMNIFY NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND (B) EACH PARTY’S CUMULATIVE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID OR PAYABLE TO ADARA BY CUSTOMER HEREUNDER.



## Attachment A PRIVACY AND DATA PROCESSING

ADARA and Customer each agree that, in order to ensure that adequate safeguards are put in place with respect to the protection of Personal Data as required by Data Protections Laws for the processing of analytics activities, the following Personal Data Protection provisions shall apply:

### 1. Definitions

For the purposes of this Attachment A, the following terms shall have the following meanings:

A. "**Data Protection Laws**" means any law, rule or regulation relating to the processing, privacy, and use of Personal Data, as applicable to ADARA or Customer, including, without limitation (i) as of 25 May 2018 the General Data Protection Regulation (EU) 2016/679 (GDPR), and/or any local and national laws, rules and regulations implementing GDPR or imposing specific privacy-related regulations where GDPR permits; (ii) ePrivacy Laws; and (iii) any other applicable data protection and privacy laws, rules, and regulations, and "**Data Controller**", "**Data Processor**", "**Data Subject**" and "**processing**" shall have the meanings given to those terms under Data Protection Laws.

B. "**EEA**" means the European Economic Area.

C. "**ePrivacy Laws**" means (i) in member states of the European Union and the United Kingdom: any laws or regulations implementing Directive 2002/58/EC (ePrivacy Directive) and, once in effect, the Regulation concerning the respect for private life and the protection of personal data in electronic communications (Regulation on Privacy and Electronic Communications) 2017/0003 (COD)s; (ii) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority; and (iii) where agreed by the parties in writing industry self-regulatory codes of practice.

D. "**Personal Data**" means all personal data as defined under Data Protection Laws and which is processed by the parties in relation to this Agreement.



E. **"Personal Data Breach"** means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Personal Data processed by ADARA pursuant to this Agreement.

F. **"Supervisory Authority"** means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

## 2. Personal Data Protection and Privacy.

A. The parties agree that (i) both ADARA and Customer are Data Controllers in respect of all Personal Data processed in relation to Services. Both parties shall comply with all Data Protection Laws that apply to it in respect of the performance of its obligations under this Agreement. The parties agree that they are not joint controllers of any data.

B. Customer shall be responsible for obtaining consent and providing transparency notices to each data subject, and/or ensuring its clients (as appropriate) obtain consent and provide transparency notices to each data subject, in compliance with, and where required by, applicable Data Protection Laws, for (i) the processing of Personal Data by or on behalf of ADARA, (ii) the serving of cookies and (iii) the accessing of information from end user browsers and devices by ADARA, as set out in this Agreement and ADARA's Privacy Promise from time to time available at the following link: <https://adara.com/privacy-promise/>.

C. The parties shall cooperate reasonably with each other in the fulfillment of their respective obligations in respect of Data Subject requests for third party notification, erasure or other requests under Data Protection Laws.

D. A party shall promptly notify the other party if it receives notice of any claim or complaint in connection with Data Protection Laws by any data subject in relation to Personal Data in respect of which Customer and ADARA, or the Customers' client and ADARA, are both Data Controllers.

E. Taking into account the nature of and risks associated with the type of Personal Data collected or used in connection with ADARA's services, each party shall have in place appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of Personal Data by or on behalf of the parties including where appropriate data protection by default and/or by design measures, and all other such measures as may be agreed between the parties.



F. In relation to Personal Data, the parties will provide reasonable assistance and cooperate with each other to ensure each party's compliance with Data Protection Laws. Subject to obligations of confidentiality and Customer policies on the disclosure of information, where a party has a concern that there has been non-compliance of the other party with this Section 2, the parties agree to exchange information to ascertain the cause of such non-compliance, and take reasonable steps to remediate such non-compliance.

G. In relation to Personal Data, ADARA agrees to notify Customer of a Personal Data Breach without undue delay after becoming aware (but in no event later than 48 hours after becoming aware of the Personal Data Breach); and ADARA shall provide Customer within the same deadline with such details as Customer reasonably requires regarding the nature of the Personal Data Breach, any related investigations, the likely consequences, any measures taken by ADARA to address the Personal Data Breach, and provide Customer with regular updates on these matters. ADARA will co-operate reasonably with Customer including in respect of any proposed notification to a Supervisory Authority.

H. Data retention: ADARA and Customer shall not retain or process the Personal Data longer than is necessary to carry out the purpose of the processing.

I. International Transfers.

(i) The provision of ADARA's Services may require the transfer of Personal Data to countries outside the EEA from time to time. ADARA shall ensure, and shall require its Data Processors (and its data partners in general) to ensure an appropriate mechanism that is recognized by applicable Data Protection Laws is implemented to allow for the data transfer.

(ii) ADARA has, as of the Effective Date, certified its compliance with the EU-US Privacy Shield and commit to comply with the Privacy Shield principles pursuant to this Agreement, including with onward transfer, unless and if Privacy Shield is no longer considered an appropriate mechanism for data transfers under Data Protection Laws and/or ADARA decides not to renew its certification (at ADARA's sole discretion), in which case ADARA would rely on alternative appropriate mechanisms such as BCR (binding corporate rules) or SCC (standard contractual clauses)

### **3. General.**

The provisions of this Attachment are without prejudice to the rights and obligations of the parties under the Agreement, which shall continue to have full force and effect. In the event of any conflict between the terms of this Attachment and the terms of the



Agreement, the terms of this Attachment shall prevail so far as the subject matter concerns the processing of Personal Data.