

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

CONTRACT AWARD COVERPAGE

TO: ADARA, INC.	DATE ISSUED:	NOVEMBER 16, 2020
2625 MIDDLEFIELD ROAD, #827	CONTRACT NO:	20-788-EP
PALO ALTO, CA 94306	CONTRACT TITLE:	ADARA ANALYTICS

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.

VENDOR CONTACT: SAM LAUER, CUSTOMER SUCCESS MANAGER **VENDOR TEL. NO.:** (773) 617-2300

EMAIL ADDRESS: SAM.LAUER@ADARA.COM

COUNTY CONTACT: SCOTT BAKER, MARKETING MANAGER (AED **COUNTY TEL. NO.:** (703) 228-0877
– ARLINGTON CONVENTION AND VISITORS SERVICE)

COUNTY CONTACT EMAIL: SBAKER@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

DocuSigned by:

Arlene Palmer

Title Buyer

Date 12/11/2020

A19432A29B7746C...

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

AGREEMENT NO. 20-788-EP

THIS AGREEMENT is made, on the date of execution, between Adara, Inc., 2625 Middlefield Road #827, Palo Alto, CA 94306 ("Contractor") a California corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

This Agreement
EXHIBIT A – SERVICE ORDER
EXHIBIT B – ADARA ANALYTICS SERVICES AGREEMENT

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "SERVICE ORDER" (Exhibit A), the primary purpose of the Work is the provision of Adara Media Impact PLUS and Adara Site Impact PLUS services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

The Contractor shall provide the goods or services covered by the Contract beginning on July 1, 2020. Unless terminated as provided below, the Agreement shall continue until June 30, 2021. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement, for not more than four (4) additional 12-month periods, from July 1, 2021 until June 30, 2025 (each a "Subsequent Contract Term"), provided that the price of the services for each Subsequent Contract Term must be agreed in writing between the Contractor and the County prior to the Notice of Award. Any change to the price of the services for a Subsequent Contract Term will require an amendment to the Contract. The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit A for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor upon receipt of an invoice prior to commencement of work or delivery of the service/product. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit A includes all costs and expenses of providing the services described in this Contract.

8. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

14. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

16. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

17. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits. No amounts paid to the Contractor (including prepaid amounts) will be refunded upon a termination for convenience.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

18. INDEMNIFICATION; LIMITATION ON LIABILITY (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's negligent or willful acts or omissions, including the negligent or willful acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to

the Contractor under this Contract. IN NO EVENT SHALL THE CONTRACTOR'S AGGREGATE LIABILITY FOR ANY CLAIM OR COMBINATION OF CLAIMS EXCEED THE GREATER OF (i) THREE TIMES (3X) AMOUNT ACTUALLY PAID BY THE COUNTY TO THE CONTRACTOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM AND (ii) TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000), EXCEPT THAT THIS LIMITATION DOES NOT APPLY TO CLAIMS FOR INTELLECTUAL PROPERTY INDEMNIFICATION, PERSONAL INJURY OR DEATH. THIS LIMITATION DOES APPLY TO ANY OTHER CLAIMS FOR INDEMNIFICATION.

19. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

20. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

21. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

22. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

23. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

24. * FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

25. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

26. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

27. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

28. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

29. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County; provided that, without the consent of the County, the Contractor may assign this Contract in full by way of merger, consolidation, reorganization, sale or other transfer of substantially all of its assets.

30. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

31. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

32. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

33. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

34. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

35. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

36. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

37. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

38. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

39. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

40. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

41. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

42. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Sam Lauer, Customer Success Manager
Adara, Inc.
2625 Middlefield Road #827
Palo Alto, CA 94306
Phone: (773) 617-2300
Email: sam.lauer@adara.com

TO THE COUNTY:

Scott Baker, Marketing Manager
Arlington Convention and Visitors Service
Arlington Economic Development
1100 N. Glebe Road, Suite 1500
Arlington, VA 22201
Phone: (703) 228-0877
Email: sbaker@arlingtonva.us

AND

Arlene Palmer, Procurement
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3554
Email: ampalmer@arlingtonva.us

43. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

44. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

45. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Professional Liability - \$1,000,000 per occurrence/claim
- e. Cyber Liability - \$1,000,000 per occurrence
- f. Additional Insured - The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- g. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.


The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

46. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:  A19432A29B7746C...

NAME AND
TITLE: ARLENE PALMER, BUYER

DATE: 12/11/2020

ADARA, INC.

AUTHORIZED
SIGNATURE:  1ACD3A6AABF24DB...

NAME AND COO
TITLE: _____

DATE: 11/12/2020

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.