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PLATFORM AGREEMENT
TERMS AND CONDITIONS

All capitalized terms used herein unless otherwise defined shall have the meanings set forth in the Statement of Work.

1.   **IgnitionOne Platform**. IgnitionOne and Agency are entering into this Platform Agreement pursuant to which IgnitionOne will provide to Agency on behalf of its customer ("Customer"), certain services designed to improve Customer's online marketing performance (the "**Services**") using IgnitionOne's proprietary software platform that allows Authorized Users to access certain features and functions through a web interface to manage online marketing ("**Software**"). The Software, the Tags (as defined in Section 4 below) and any other agreed-upon services provided pursuant to an SoW are collectively referred to as the IgnitionOne Platform ("**Platform**").   "**Authorized User**" means each of Agency's employees and independent contractors who are provided Access Protocols by Agency or by IgnitionOne on Agency's request.   "**Access Protocols**" means login information, passwords, security protocols, and policies through which Authorized Users can access the Platform. Agency acknowledges that IgnitionOne may continually develop and provide to Agency ongoing innovation to the Platform, in the form of new features, functionality and efficiencies. Accordingly, IgnitionOne reserves the right to modify the Platform from time to time. The Platform shall be provided pursuant to the Statement of Work executed by the parties ("**SoW**"). Agency agrees and acknowledges that some services set forth in the SoW may be provided by Affiliates of IgnitionOne. "**Affiliate**" means any entity directly or indirectly controlling, controlled by, or under common control by IgnitionOne. "**Control**" means, with respect to any entity, the power to direct, or cause the direction of, the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise. This Platform Agreement and the SoW are collectively referred to as the "**Agreement**". To the extent that the terms of this Platform Agreement and the SoW conflict, priority shall be given to the SoW.

2.   **Access, Rights and Restrictions.**   Subject to Agency's compliance with the terms and conditions contained in this Agreement, IgnitionOne hereby grants to Agency a non-exclusive, non-transferable, non-sublicenseable right to allow Authorized Users to access the features of the Platform associated with the Services provided under the SoW. Agency will maintain appropriate administrative, technical and physical security safeguards and will ensure that all Authorized Users maintain similar safeguards with respect to the Access Protocols. Agency will be responsible for all acts and omissions of its Authorized Users. Agency will notify IgnitionOne immediately if it learns of any unauthorized use of any Access Protocols or any other known or suspected unauthorized access or unauthorized acquisition of data as a result of a breach of security.   Agency will not (a) adapt, alter, modify, improve, translate or create derivative works of the Platform; (b) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or obtain the source code of all or any portion of the Platform; and (c) except as may be specifically approved by IgnitionOne in writing, provide any third party access to the Platform or use the Platform on behalf of any third party, including as part of a time-sharing, outsourcing or service bureau environment.   IgnitionOne owns all right, title and interest in and to the Platform (including, without limitation, its underlying technology) and all related intellectual and proprietary rights of any kind anywhere in the world.   Except for the limited license expressly granted in this Section, nothing

in this Agreement shall be construed as IgnitionOne granting to Agency or Customer any right, title or interest in or to the Platform or any right under any patent, trade secret or other intellectual property rights of IgnitionOne.

3.   **Fees**. During the term of this Agreement ("**Term**"), Agency shall pay to IgnitionOne the fees set forth on the SoW (collectively the "**Fees**"). Unless specified otherwise in the SoW, Agency shall pay the Fees to IgnitionOne no later than thirty (30) days after the applicable invoice date from IgnitionOne. In addition, Agency shall be responsible for all taxes in connection with the SoW (excluding taxes based on IgnitionOne's net income).   All invoices shall be deemed accepted unless disputed in good faith within thirty (30) days after receipt thereof. If an invoice is disputed, Agency shall pay the undisputed portion of the invoice when due. Late payments shall accrue interest daily following the due date at the lesser of one percent per month or the maximum interest allowed by applicable law. In addition to any other rights provided by law or under this Agreement, IgnitionOne shall have the right to suspend the Platform in case of late payment.   Agency shall also pay to IgnitionOne the costs and expenses, including reasonable attorney's fees, incurred in collection of any undisputed delinquent amounts.

4.   **Tags and Data**. Agency will deploy on the websites for which Agency is accessing the Platform as defined in the SoW ("**Sites**") certain code provided by IgnitionOne ("**Tag**") which is designed to send data with respect to a Site (including non-directly identifiable personal data and non-personal transaction information) to IgnitionOne ("**Data**"). Agency shall not alter, modify, sell, reuse, or divulge any Tags or other IgnitionOne code without the prior written consent of IgnitionOne. Agency agrees to leave the Tags up on the Sites for the Term in a properly functioning manner for the delivery of the Platform. Upon IgnitionOne's request, Agency shall promptly update or remove the Tags immediately on any Site specified by IgnitionOne. Agency grants to IgnitionOne a non-exclusive, worldwide, license to use the Data for its internal business and marketing purposes, including without limitation, building statistical models and scoring cookies.   Agency will own any statistics, reports, or other data derived by the Software from the Data and provided or made available by IgnitionOne to Agency, but will use the same only for its and its Customer's own business purposes. IgnitionOne may disclose the Data in aggregated anonymous form that is not identifiable as to Agency or its Customer.

5.   **Agency's Responsibilities**. Agency represents and warrants that (a) it has the right to enter into this Agreement and to grant the rights granted herein; (b) the trademarks, trade names and other content on the Sites and any ads activated pursuant to the SoW (if any) (collectively, "**Agency Content**") will not violate any third-party rights or applicable laws and will not include or promote pornography, violence, racism, hate, illegal drugs, illegal weapons, adware, malware, bit torrent, illegal file sharing or other matters that IgnitionOne reasonably considers in good faith to be offensive or otherwise inappropriate; (c) it will work diligently with IgnitionOne to select and provide the Agency Content, approve descriptions and perform other tasks reasonably necessary to enable IgnitionOne to perform in accordance with this Agreement; (d)

it has provided the appropriate disclosures regarding the collection and use of data on the Sites in the form of a privacy policy that is prominently displayed on the Sites and, where applicable, has obtained consents from users of the Sites for the collection and use of data and cookies on or through the Sites. IgnitionOne shall have the right, but not the obligation, to monitor all Agency Content in order to determine compliance with this Agreement. In the event that IgnitionOne determines that any Agency Content violates a provision of this Agreement, IgnitionOne shall inform Agency of such determination and the parties shall mutually agree on the appropriate course of action, which may include editing, disclosing, deleting, rescinding or removing such Agency Content at Agency's expense.

6.   **License to Agency Content**. During the Term, Agency grants to IgnitionOne a non-exclusive, worldwide license, with the right to sublicense to third party hosts, to use, reproduce and display the Agency Content solely for the purpose of performing its obligations under this Agreement. During the Term, Agency grants to IgnitionOne a non-exclusive, worldwide license to use and reproduce Agency's and Customer's trademarks, trade names and logos in connection with performing its obligations under the Agreement and for marketing and promoting the Platform.

7.   **Term and Termination**. This Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the terms of the Agreement, shall remain in force for so long as the SoW is in effect ("**Term**"). In the event of a material breach of this Agreement which is not cured within thirty (30) days of written notice thereof, the non-breaching party may terminate this Agreement upon written notice. IgnitionOne may terminate this Agreement or suspend the Platform at any time upon written notice on behalf of any Site if the Agency Content violates the terms of this Agreement or if Agency endangers the security or availability of the Platform. Either party may terminate this Agreement upon written notice in the event that the other party or its Customer files a petition in bankruptcy or proceedings in bankruptcy are instituted against it, or any court assumes jurisdiction of such party or its Customer and its assets pursuant to proceedings under any bankruptcy or reorganization act, or a receiver is appointed of that party's or its Customer's assets or that party or its Customer makes an assignment for the benefit of its creditors. Following any termination, Agency shall pay to IgnitionOne the Fees incurred through the date of termination. Agency agrees to immediately remove all Tags upon termination of this Agreement in its entirety, or to remove Tags from a specific Site in case of termination with respect to that Site. The provisions of this Agreement that are intended to survive shall so survive after termination.

8.   **Confidentiality**. "**Confidential Information**" shall mean any information of either party which is, or should be, reasonably understood to be confidential or proprietary to the disclosing party, including, but not limited to, any information concerning (a) the disclosing party's proprietary technology and products, including without limitation, the Platform; and (b) the disclosing party's operations and business or financial plans or strategies, including the terms and existence of this Agreement and product pricing, disclosed to the receiving party by the disclosing party, either directly or indirectly, in writing, orally, electronically, or by drawings or inspection of materials or facilities. Confidential Information shall not include information which the receiving party can demonstrate (a) is known to the receiving party at the time of the disclosure by the disclosing

party, as evidenced by written records of the receiving party; (b) has become publicly known and made generally available through no wrongful act or omission of the receiving party; (c) has rightfully been received by the receiving party from a third party without restriction; (d) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party and by employees of the receiving party who have not had access to the disclosing party's Confidential Information, as demonstrated by files created at the time of such independent development; (e) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement; or (f) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. The receiving party shall treat as proprietary and shall maintain in strict confidence all Confidential Information of the disclosing party and shall not, without the express prior written consent of the disclosing party, disclose such Confidential Information to third parties or use any such Confidential Information other than in furtherance of its obligations or the exercise of its rights hereunder. The receiving party will only disclose such information to its and its Affiliates' officers, directors, employees, agents and contractors to the extent they have a need to know the information in order to perform its obligations or exercise its rights under this Agreement and shall ensure that these persons are bound in writing to provisions no less stringent than those contained in this Section. Confidential Information may only be copied to the extent reasonably necessary for the purposes of this Agreement on a strict need to know basis and all such authorized copies shall include the same proprietary, copyright and/or trade secret legends as the original. Upon the disclosing party's request or termination of this Agreement, the receiving party shall destroy all copies of the disclosing party's Confidential Information and all tangible embodiments thereof and provide written certification thereof except that one copy of all such Confidential Information may be retained by the receiving party's legal function solely for the purpose of ensuring compliance with this Agreement.

9.   **Feedback.** IgnitionOne in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Agency or its Customer to IgnitionOne in connection with the Platform (collectively, the "**Feedback**"). Agency on behalf of itself and Customer hereby grants to IgnitionOne a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into IgnitionOne products and services.

10.   **Non-Solicitation Covenant.** During the Term and for the one-year period thereafter, Agency agrees that it shall not, directly or indirectly without IgnitionOne's prior written agreement (a) solicit employment of; (b) offer employment to; or (c) hire as an independent contractor, any employee or contractor of IgnitionOne that was actively involved in the delivery of the Services.

11.   **Privacy**. Each party will ensure and Agency will ensure that the Customer ensures that it (a) adheres to applicable Data Protection Laws; including, but not limited to, the General Data Protection Regulation (EU)2016/679 (collectively, the "**Data Protection Laws**"); and (b) posts a

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privacy policy and other applicable disclosures on its Sites (including on the use of cookies) that are in accordance with all Data Protection Laws. Agency shall obtain, or will ensure that Customer obtains all legally required permissions from Site visitors in connection with placing cookies and the use of data as contemplated by this Agreement. In addition, both parties agree to comply with the Data Processing Provisions set forth in Exhibit A. In no event shall Agency transmit to IgnitionOne, and IgnitionOne shall not solicit or collect, sensitive personal data of the users of the Sites (as defined by the Data Protection Laws).

12. **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the country where IgnitionOne has its registered seat, without regard to any conflict of law provisions thereof. The parties agree to bring any dispute relating to this Agreement exclusively in the courts competent for the city where IgnitionOne has its registered seat.

13. **Warranties**. Other than as expressly set forth in the Agreement, IgnitionOne does not make any express or implied warranties or representations to Agency or Customer with respect to the Platform, including without limitation the Software, or deliverables provided hereunder or otherwise (including, but not limited to, any third party software or services used in connection with the Platform) regarding this Agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty or condition of merchantability, the implied warranty against infringement, and the implied warranty or condition of fitness for a particular purpose are expressly excluded. IgnitionOne does not represent or warrant that the Services will be uninterrupted or that there will be no failures, errors, or omissions or loss of transmitted information.

14. **Liability; Indemnification**. Except to the extent prohibited by law, IgnitionOne and its Affiliates shall not be liable for any indirect, special, incidental or consequential damages or loss (including damages for loss of business, loss of revenue, loss of profits, loss of data and interruption of business) whether based on breach of contract, tort (including negligence), product liability or otherwise, even if IgnitionOne or its representatives have been advised of the possibility of such damages. Claims for damages must be made by Agency within one (1) year of the incident to which they relate or be forever barred. Except to the extent prohibited by law, IgnitionOne's total liability to Agency and Customer under any and all circumstances shall not exceed the aggregate fees (excluding pass through fees paid to third parties) paid by Agency to IgnitionOne under this Agreement during the six months preceding the date that the claim is made giving rise to the liability. Agency agrees to defend, indemnify and hold IgnitionOne, its Affiliates and all of their directors, officers, employees, agents, shareholders, partners, members or other owners, harmless against any and all actions, suits, proceedings, claims, judgments, damages, costs and expenses, including reasonable attorney's fees, and other liabilities (collectively, "**Claims**") arising from or related to the Agency Content, the Agency Marks, the Data or Agency's breach of its warranties in this Agreement or applicable Data Protection Laws. IgnitionOne agrees to defend, indemnify and hold Agency, its Affiliates and all of their directors, officers, employees, agents, shareholders, partners, members or other owners, harmless against any and all Claims that the Software infringes any third party intellectual property rights. IgnitionOne's indemnification obligation will not apply to the extent the alleged Claim arises from (a) any use of the

Software by Agency or any Authorized User not in accordance with the Agreement; (b) any modification of the Software by any person other than IgnitionOne or its authorized agents; or (c) any use of the Software in combination with other products, equipment, software or data not supplied by IgnitionOne. The foregoing indemnification obligations are conditioned upon the indemnified party (a) providing prompt written notice to the indemnifying party of any such Claim (provided that the failure to provide prompt notice shall only relieve the indemnifying party of its obligation to the extent it is materially prejudiced by such failure and can demonstrate such prejudice); (b) permitting the indemnifying party to assume and control the defense of such Claim; and (c) providing to the indemnifying party at the indemnifying party's reasonable expense all available information and assistance reasonably necessary for the indemnifying party to defend such Claim. The indemnifying party will not enter into any settlement or compromise of any such Claim, which settlement or compromise would result in any liability to the indemnified party, without the indemnified party's prior written consent.

15. **Third Party Rights**. The provisions of the Agreement are for the sole benefit of the parties, and not for the benefit of any third party. Accordingly, no person who is not a party to this Agreement shall have any rights under any applicable law, to enforce any term of the Agreement.

16. **Miscellaneous**. All notices under this Agreement (other than routine operational communications) shall be in writing and shall be deemed duly given upon receipt and may be delivered by (a) hand; (b) express courier with a reliable system for tracking delivery; or (c) registered or certified mail, return receipt requested, postage prepaid, and addressed to the recipients as set forth above. This Agreement represents the entire agreement between the parties with respect to the subject matter covered by this Agreement. No other agreement (whether written or oral), statement, or promise made by any party, or by any employee, officer, or agent of any party regarding this subject matter, that is not contained in this Agreement shall be binding or valid, unless such agreement shall be in writing and signed by the parties hereto after the execution of the Agreement. Agency may not assign this Agreement without the prior written approval of IgnitionOne which shall not be unreasonably withheld or delayed. Any assignment in violation of this Section shall be void ab initio. The failure of either party to this Agreement to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations (other than Agency's payment obligations) are delayed or prevented by reason of force majeure. In the event that any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall remain in full force and effect. The relationship of IgnitionOne to Agency is that of an independent contractor, and the Agreement shall not create any franchise, joint venture, partnership, or similar relationship. Neither party shall represent itself as an agent or employee of the other party.

Last updated January 14, 2019

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Exhibit A
Data Processing Provisions

The parties agree to comply with the following provisions with respect to any Personal Data Processed by IgnitionOne for Agency in connection with the provision of the Services. To the extent that the terms of this Exhibit differ from those in the Platform Agreement, the terms of this Exhibit shall govern to the extent they pertain to Personal Data.

1 Additional Definitions

1.1 The terms "**Controller**", **"Data Subject",** "**Personal Data**", "**Processor**," and "**Processing**," have the meanings given to them in the Privacy Laws and Regulations. If and to the extent that Privacy Laws and Regulations do not define such terms, then the definitions given in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**GDPR**") will apply.

1.2 "**Sub-processor**" means any sub-processor engaged by IgnitionOne for the Processing of Personal Data.

1.3 "**Third Party Partner**" means any entity engaged by Agency for the Processing of Personal Data.

2 Processing of Personal Data

2.1 The parties agree that Agency and/or Customer is the Controller and IgnitionOne is a Processor and that the subject matter and details of the processing of such Personal Data are described in the SOW attached to the Platform Agreement. IgnitionOne shall keep a record of all Processing activities with respect to Customer's Personal Data as required under GDPR.

2.2 Each party will comply with the obligations applicable to it under the Privacy Laws and Regulations with respect to the Processing of Personal Data. Agency shall, in its use or receipt of the Services, Process Personal Data in accordance with the requirements of the Privacy Laws and Regulations and Agency will ensure that its instructions for the Processing of Personal Data shall comply with the Privacy Laws and Regulations. If IgnitionOne believes or becomes aware that any of Agency's instructions conflicts with any Privacy Laws and Regulations, IgnitionOne shall inform Agency. As between the parties, Agency shall have sole responsibility for determining the legal basis for processing of Personal Data and (to the extent legally required) obtain all consents from Data Subjects necessary for collection and Processing of Personal Data in the scope of the Services.

2.3 The objective of Processing of Personal Data by IgnitionOne is to perform the Services. During the Term, IgnitionOne shall only Process Personal Data on behalf of and in accordance with the Agreement and Agency's instructions and shall treat Personal Data as Confidential Information. IgnitionOne may Process Personal Data other than on the instructions of the Agency if it is mandatory under applicable law to which IgnitionOne is subject. In this situation IgnitionOne shall inform the

Agency of such a requirement unless the law prohibits such notice.

3 Rights of Data Subjects

3.1 Agency and/or Customer has the responsibility for honoring Data Subject access requests. IgnitionOne shall provide reasonable assistance to the Agency (at the Agency's expense) to enable the Agency to respond to: (i) any request from a Data Subject to exercise any of its rights under Privacy Laws and Regulations; and (ii) any other correspondence received from a Data Subject in connection with the processing of the Personal Data. In the event that any such request or correspondence is made directly to the IgnitionOne (a "**Direct Access Request**"), IgnitionOne shall promptly inform the Agency. If Agency fails to respond to a Direct Access Request within 30 days, IgnitionOne reserves the right to respond to such request(s).

4 IgnitionOne Personnel

4.1 IgnitionOne shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data as well as any security obligations with respect to such Data.

4.2 IgnitionOne will ensure that all persons authorized to process Agency Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.3 IgnitionOne shall ensure that access to Personal Data is limited to those personnel who require such access to perform the Services.

5 Sub-Processors

5.1 Agency acknowledges and agrees that (i) IgnitionOne Affiliates may be retained as Sub-processors; and (ii) IgnitionOne may engage third-party Sub-processors in connection with the provision of the Services. Any such Sub-processors will be permitted to obtain Personal Data only to deliver the Services IgnitionOne has retained them to provide the Services, and they are prohibited from using Personal Data for any other purpose. IgnitionOne will have a written agreement with each Sub-processor and agrees that any agreement with a Sub-processor will include substantially the same data protection obligations as set out in this Exhibit.

5.2 A list of Sub-processors is available in the IgnitionOne user interface or at a particular web page hosted by IgnitionOne. IgnitionOne may change the list of such other Sub-processors by no less than 5 business days' notice via the IgnitionOne user interface or an update to the particular web pages that lists the Sub-processors. If Agency objects to IgnitionOne's change in such Sub-processors, IgnitionOne may, as its sole and exclusive remedy, terminate the portion of the Agreement relating to the Services that cannot be reasonably provided without the objected-to new Sub-processor by providing at least thirty (30) days' written notice to Agency.

5.3 Agency acknowledges and agrees that Third Party Partners are not Sub-processors and IgnitionOne

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assumes no responsibility or liability for the acts or omissions of such Third Party Partners.

6   Security;   Audit   Rights;   Privacy   Impact Assessments

6.1   IgnitionOne shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Agency's Personal Data. IgnitionOne will implement and maintain technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access.

6.2   IgnitionOne will reasonably assist Agency in ensuring compliance with any of Agency's or Customer's obligations with respect to the security of Personal Data and Personal Data breaches, including (if applicable) Agency's or Customer's obligations pursuant to Articles 32 to 34 (inclusive) of the GDPR, by: (a) implementing and maintaining security measures; and (b) complying with the terms of Section 7 of this Exhibit.

6.3   No more than once per year, Agency may engage a mutually agreed upon third party to audit IgnitionOne solely for the purposes of meeting its audit requirements pursuant to Article 28, Section 3(h) of the GDPR. To request an audit, Agency must submit a detailed audit plan at least four (4) weeks in advance of the proposed audit date describing the proposed scope, duration, and start date of the audit to auditrequests@IgnitionOne.com. The auditor must execute a written confidentiality agreement acceptable to IgnitionOne before conducting the audit. The audit must be conducted during regular business hours, subject to IgnitionOne's policies, and may not unreasonably interfere with IgnitionOne's business activities. Any audits are at Agency's expense. Agency will bear the costs of any assistance by IgnitionOne to audits that requires the use of resources different from those required by law. Agency shall promptly notify IgnitionOne of any non-compliance discovered during the course of an audit.

7   Security Breach Management and Notification

7.1   If IgnitionOne becomes aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to any Agency Personal Data transmitted, stored or otherwise Processed on IgnitionOne's equipment or facilities ("**Security Breach**"), IgnitionOne will promptly notify Agency of the Security Breach and describe, to the extent possible, details of the Security Breach, including steps taken to mitigate the potential risks and steps IgnitionOne recommends Agency take to address the Security Breach. Agency agrees that an unsuccessful Security Breach attempt will not be subject to this Section. An unsuccessful Security Breach attempt is one that results in no unauthorized access to Agency Personal Data or to any of IgnitionOne's equipment or facilities storing Agency Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, or similar incidents.

7.2   Notification(s) of Security Breaches, if any, will be delivered to one or more of Agency's business, technical or administrative contacts by any means IgnitionOne selects, including via email. It is Agency's sole responsibility to ensure it maintains accurate contact information on IgnitionOne's support systems at all times.

7.3   IgnitionOne's notification of or response to a Security Breach under this Section 7 will not be construed as an acknowledgement by IgnitionOne of any fault or liability with respect to the Security Breach.

8   Return and Deletion of Personal Data

8.1   IgnitionOne will comply with instructions from Agency to delete certain Personal Data as soon as reasonably practicable and within a maximum period of 30 days, unless applicable law requires further storage.

8.2   Upon termination of this Agreement, Agency instructs IgnitionOne to delete all Personal Data (including existing copies) from IgnitionOne's systems and discontinue Processing of such Personal Data in accordance with Data Protection Law. IgnitionOne will comply with this instruction as soon as reasonably practicable and within a maximum period of 30 days, unless applicable law requires further storage. This requirement shall not apply to the extent that IgnitionOne has archived Agency Data on back-up systems so long as IgnitionOne securely isolates and protect such data from any further Pprocessing except to the extent required by applicable law. Without prejudice to this Section, Agency acknowledges and agrees that Agency will be responsible for exporting, before the Agreement terminates, any Personal Data it wishes to retain afterwards. Notwithstanding the foregoing, the provisions of this Exhibit will survive the termination of this Agreement for as long as the IgnitionOne retains any of the Agency Personal Data.

9   Cross-Border Data Transfers, Privacy Shield

9.1   IgnitionOne may, subject to this Section 9, store and process the relevant Personal Data in the European Economic Area, the United States and other countries.

9.2   IgnitionOne, Inc. self-certified to and complies with the Privacy Shield, and IgnitionOne, Inc. shall maintain its self-certification to and compliance with the Privacy Shield with respect to the Processing of Personal Data that is transferred from the European Economic Area or Switzerland to the United States.

9.3   At the request of Agency, or if the Services involve the storage and/or Processing of Agency Personal Data which transfers Agency Personal Data out of the European Economic Area to a jurisdiction other than the United States that does not have adequate Privacy Laws and Regulations, and GDPR applies to the transfers of such data, the parties will enter into Model Contract Clauses or find an alternative legal basis for such transferred Personal Data which is in compliance with GDPR