

**SCREENVISION DIRECT, INC. NATIONAL & REGIONAL ADVERTISING LETTER OF AGREEMENT
TERMS AND CONDITIONS**

Preamble. The following terms and conditions, any exhibits or amendments hereto and the letter of agreement (collectively, "Agreement"), govern the placement of any marketing, advertising, sponsored content and other material ("Advertisements") provided by, or created for, Client in or around the physical premises and/or on screens in theaters and other locations under contract with Screenvision Direct, Inc. ("Screenvision") to exhibit advertisements ("Theaters"). The rider to this Agreement governs Screenvision's right to display, stream, syndicate, broadcast, authorize downloads, send push notifications, geo-target audiences and otherwise make Advertisements available on Screenvision's, Theatre's, Screenvision's exhibitors and/or third party websites, applications, digital advertising, and social media mobile and web platforms ("Digital Advertising") throughout the universe. If, as indicated above, an agency has entered into this Agreement on behalf of a particular client, references herein to "Client" shall be deemed to include said agency, it being understood and agreed that the agency is acting as the agent of its client and that the agency and its client shall be jointly and severally liable for all obligations and liabilities arising hereunder. In such case, unless specifically instructed otherwise, Screenvision will direct all communications and invoices to the agency.

1. Definitions. The following terms shall be specified within each letter of agreement ("Letter of Agreement"): Delivery Date; Flight Period; Media Cost; and Production Cost.

2. Audience. Subject to the terms hereof, Screenvision shall use reasonable commercial efforts to deliver the Estimated Audience as specified in the Letter of Agreement. Screenvision commits to provide ninety percent (90%) of the Estimated Audience stated on the Letter of Agreement. If the audience delivered is at least ninety percent (90%) of the Estimated Audience specified in the Letter of Agreement, then Client agrees that Client's sole remedy shall be to receive a "make good" (i.e. Screenvision will re-run the Advertisements [either as originally run or in a form approved by Client] until such time as the Estimated Audience is achieved). Notwithstanding the foregoing, if the Media Cost of the make good is less than Five Hundred Dollars (\$500), then Client shall not be entitled to such make good, and Screenvision shall be deemed to have delivered the full Estimated Audience. Screenvision shall use reasonable commercial efforts to issue any make goods within ninety (90) days of the completion of each Flight Period. Pre-emptible means the exhibition of Client's campaign may be moved at Screenvision's discretion to a different position in the preshow or to a different Flight Period.

3. Advertisement Placement. Screenvision shall have the right to approve the Advertisements and refuse to submit for exhibition any Advertisement that Screenvision reasonably determines does not meet Screenvision or Theater standards. Each Theater will make the ultimate determination as to the exhibition of any Advertisement. Client acknowledges that Screenvision or one or more Theaters may, in their sole discretion, refuse to accept any copy including but not limited to illustrations, photographs and/or drawings in the Advertisement, or may withdraw any previously accepted Advertisement from display at any time and request Client to submit new copy. In the event Client requires or requests a change in the Advertisement during the Flight Period, additional production charges will apply. Material errors or misspellings in any Advertisement reviewed by the Client prior to the Flight Period, or based on copy provided by the Client, shall not entitle the Client to a credit of any kind.

4. Costs. Client shall be solely responsible for all costs it incurs in connection with this Agreement, including, without limitation, expenses associated with creating and delivering the Advertisements to Screenvision, and for all out-of-pocket expenses of Screenvision (as invoiced).

5. Payment. Screenvision will invoice Client on a monthly basis. Client shall pay Screenvision within thirty (30) days of Client's receipt of an invoice hereunder. If Client fails to make payment within such thirty (30) day period, Screenvision, in addition to other remedies and in its sole discretion, shall have the right to (a) immediately remove any or all Advertisements from the Theaters, without any obligation to Client or incurring any claim against Screenvision for such removal; and/or (b) charge Client interest equal to one point five percent (1.5%) per month or the maximum rate permitted by law (whichever is less), on all overdue payments. Client shall be responsible for any sales and use taxes. In the event that Screenvision's actual production expenses exceed the aggregate Production Cost invoiced to Client in connection with the Advertisement, Screenvision may reallocate funds from Media Cost to Production Cost to cover such excess or in the circumstances specified in Section 7 below, exercise its rights thereunder; such reallocation pursuant to this Section 5 would have no effect on the amounts billed for the Advertisement or the dates payment of any amounts are due under this Agreement.

6. Client Delay. Screenvision shall not be in breach hereunder or otherwise liable to Client due to delays caused by Client or Client's failure to supply materials for the Advertisements in accordance with Screenvision's production schedule.

7. Overtime and Non-Compliant Advertising Charges. It is understood by the parties that time is of the essence. The Advertisement and any production materials or elements related thereto to be delivered by Client must be received by Screenvision by the end of normal business hours on the Delivery Date, and must be in compliance with the specifications set forth in any attached exhibits or other documents provided by Client, which have been considered by Screenvision in determining the Production Cost. Client shall be liable for any overtime and other charges incurred by Screenvision attributable to any delay or noncompliance of the materials. These charges shall be considered additional Production Costs and may be invoiced immediately by Screenvision.

8. Cancellation / Termination. Client may not cancel or terminate this Agreement except in accordance with this Section. Screenvision may cancel placements required by a Letter of Agreement to the extent that specific Theaters required by the Letter of Agreement are no longer contractually available to Screenvision for the placement of advertising. Screenvision may terminate this Agreement, and cancel any open Letter of Agreement(s) placed in accordance therewith, if Client is in breach hereunder (including, without limitation, the failure by Client to make timely payment hereunder) at any time after ten (10) days following written notice of such breach, unless such breach has been cured before the expiration of said ten (10) day period. Upon such termination, in addition to any other rights and remedies hereunder, subject to verification of performance by Screenvision, all charges for an exhibition which has already taken place and all Production Costs incurred pursuant hereto shall be immediately due and payable. If the advertising or sale of product or service to be presented by an Advertisement is prohibited by law or government regulation, then the Letter of Agreement associated with such Advertisement may be terminated upon notice by one party to the other, such termination to be effective as of the later of the date such notice is delivered or the effective date of such law or regulation. Screenvision shall not be obligated to return any Advertisements or other materials delivered to it by Client.

9. Representations and Warranties. If, as indicated above, an Agency has entered into this Agreement on behalf of a particular client, then Agency warrants and represents that it is authorized by Client to execute this Agreement on Client's behalf and that Client is legally bound by the terms of this Agreement. Client warrants and represents that it has full power and authority to enter into and perform its obligations under this Agreement, that it owns or has the right to permit the use of the Advertisements as set forth herein and that the Advertisements and the distribution, broadcast, online display, streaming, syndication, downloads, push notifications, public presentation and public performance thereof will not: (a) infringe the rights of any third party (including without limitation, copyright, patent, trademark and other intellectual property rights, or rights of privacy or publicity); (b) defame any person; (c) contain anything indecent or obscene; (d) constitute or contain a statement that is misleading or deceptive; or (e) violate any foreign or domestic federal, state, or local law or regulation. Client warrants and represents that neither Screenvision nor any Theater will have any obligation to make any payment for the rights granted by Client hereunder. Client shall post privacy policies which abide by applicable laws on Client's website and shall adhere to such privacy policies.

10. Screenvision warrants and represents that it has full power and authority to enter into and to perform its obligations under this Agreement.

11. Indemnities. Client shall be solely responsible for any liability arising out of the Advertisements and the distribution, broadcast, online display, streaming, syndication, downloads, push notifications, public performance, and public presentation thereof. Notwithstanding Screenvision's review or approval of any Advertisements, Client agrees to indemnify, defend and hold Screenvision, its parents, subsidiaries, related entities, directors, members, employees, agents and independent contractors, and the Theaters harmless from and against any losses, costs, damages, or expenses (including reasonable attorneys' fees and expenses) resulting from claims or actions arising out of or in connection with the Advertisements (including, but not limited to, claims arising from the sale of goods or services by Client) or Client's breach of any representation or warranty hereunder (including, but not limited to, claims for infringement of copyright, trademark or other intellectual property rights, or violation of rights of privacy or publicity). Screenvision agrees to indemnify, defend and hold Client harmless from and against any losses, costs, damages, or expenses (including reasonable attorneys' fees and expenses) resulting from claims or actions arising out of or in connection with Screenvision's breach of any representation or warranty hereunder.

12. Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SCREENVISION SHALL NOT BE LIABLE FOR THE CONTENT OF ANY ADVERTISEMENTS AND/OR THIRD-PARTY ADVERTISEMENTS AT THE THEATERS NOR FOR ANY LOSS, COST, DAMAGE OR EXPENSE (INCLUDING

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COUNSEL FEES) INCURRED BY CLIENT IN CONNECTION WITH THE PLACEMENT OF ADVERTISEMENTS AT THE THEATERS, INCLUDING, BUT NOT LIMITED TO, FOR ANY TECHNICAL MALFUNCTION, COMPUTER OR OTHER ERROR, FAILURE OR REFUSAL OF A THEATER TO EXHIBIT THE ADVERTISEMENTS, OR OTHER INJURY, DAMAGE OR DISRUPTION TO THE ADVERTISEMENTS. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL SCREENVISION'S LIABILITY EXCEED THE TOTAL AMOUNT PAID TO SCREENVISION BY CLIENT HEREUNDER.

13. Ownership and License. Client shall own the Advertisements and hereby grants to Screenvision a limited, non-exclusive license to exhibit, distribute, broadcast, publicly present, publicly perform, and arrange for the exhibition, broadcast, online display, streaming, syndication, broadcast, download, push notifications, public presentation and public performance of the Advertisement as provided hereunder and to use the Advertisement and/or Client's name and logo in Screenvision's marketing materials. Neither party shall have, or claim, any right, title or interest in or to any trademarks, logos, or other materials owned or controlled by the other party. Screenvision shall have no obligation to return any Advertisements or grant any rights thereto to Client.

14. Confidentiality. The parties hereto agree to treat all confidential information provided to one another and the pricing quoted herein as confidential and will not disclose any such information without the written consent of the other party, except as required by law. In particular, and without limiting the general obligation of confidentiality, Client agrees not to disclose the contents of Screenvision's rate cards to any person, firm or other entity except to Client's employees who have a need to know such information for the purpose of performing Client's obligations under this Agreement, and who are bound by an obligation of confidentiality. This obligation shall survive the termination of this Agreement for a period of five (5) years.

15. Force Majeure. Screenvision shall not be in breach hereunder or otherwise liable to Client due to delays caused by any factors beyond Screenvision's control, including, but not limited to, strikes, boycotts, war or acts or threats of terrorism, acts of

God, governmental actions, labor troubles, riots or restraints of public authority. Where possible, Screenvision shall notify Client of any such delays.

16. Invalidity and Waiver. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remainder of this Agreement (and such provision as so modified) shall remain in full force and effect. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of such rights or of any other right under this Agreement. Client hereby waives the right to seek specific performance of any provision of this Agreement or injunctive relief against Screenvision relating to any provision of this Agreement.

17. Assignment. Client shall not assign this Agreement or any part hereof without the prior written consent of Screenvision, which consent shall not be unreasonably withheld. Screenvision may freely assign or transfer any of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

18. No Relationship. The parties to this Agreement are independent contractors. No agency, partnership, joint venture, or employment relationship is created between parties by this Agreement, and neither party shall have the right or authority to bind the other party in any way.

19. Entire Agreement; Governing Law. This Agreement constitutes the entire agreement between the parties and shall be governed by, interpreted and enforced in accordance with the laws of the State of New York without regard to any conflict of law principles. The parties hereby consent to the exclusive jurisdiction of the federal, state, and local courts located within the State and County of New York, with respect to all disputes relating to or arising out of this Agreement. Any amendment to this Agreement shall not be valid unless such amendment is in writing and signed by both parties. The parties expressly agree that in the event of a conflict between the terms of this Agreement and the terms of any agreement, contract or insertion order provided by the Client, the terms of this Agreement shall govern, notwithstanding any similar statement in such other agreement. Section headings are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

AGENCY RIDER TO SCREENVISION AGREEMENT

This rider amends the terms and conditions of Agreement between Screenvision and the agency buying advertising from Screenvision ("Agency").

The following terms shall replace the last two sentences of the Preamble of the terms and conditions of the Agreement.

- Any media (online or otherwise), services and/or other materials ordered on behalf of Client is done under the following terms and conditions:
- Screenvision agrees to look solely to Client for payment for media, services and/or other materials in accordance with the applicable order, until payment from Client has been received by Agency to permit Agency to pay such amounts to Screenvision as agent for Client; and Screenvision agrees to look solely to Agency for payment for such media, services and/or other materials to the extent payment has cleared from Client to Agency. Agency undertakes to collect monies due under this contract with diligence and good faith and shall promptly advise Screenvision when it receives payment from Client. Unless specifically instructed otherwise, Screenvision will direct all communications and invoices to the Agency.
- These terms shall be effective for all media placed or services or materials ordered from Screenvision by Agency on behalf of such Client, and will not be modified or changed by any confirmation or other written communication from Screenvision, unless specifically agreed to in writing by an authorized representative of Agency. Any contrary provisions in Screenvision's terms and conditions or confirmation forms are rejected.

MOBILE AND DIGITAL ADVERTISING RIDER TO SCREENVISION AGREEMENT

Capitalized terms not otherwise defined in this rider or in the IAB Terms have the meanings given such terms in the Agreement

In connection with the placement of Client's Advertisements as Digital Advertising on platforms controlled and/or affiliated with third party(ies) ("Digital Platforms"), Client agrees as follows:

1. Terms and Conditions of Digital Advertising. The Agreement cover page pertaining to Digital Advertising, this rider, and the IAB/AAAA V 3.0 terms and conditions located at: http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf ("IAB Terms") govern Screenvision's provision of Digital Advertising to Client, not the terms of the Agreement (except as set forth in this rider). For the avoidance of doubt under the IAB Terms, Client is "Advertiser," Screenvision is "Agency" and Digital Platforms are "Media Company." Notwithstanding anything contained in the IAB Terms the parties acknowledge the following:

(a) Screenvision and Client are independent contractors and Screenvision is not Client's agent regardless of the text in subparagraph III(c).

(b) Subparagraph II(d)(ii) of the IAB Terms is hereby deemed deleted.

(c) Subparagraph VI(c) of the IAB Terms is hereby deemed deleted.

(d) The final sentence of subparagraph IX(b) is deemed deleted in its entirety and replaced with the following "Agency has the right to terminate the IO if Media Company has received all required Advertising Materials in accordance with Section IX(a) but fails to commence a campaign on the IO start date."

(e) Paragraph X is hereby deemed deleted and replaced with the following:

"a. By Media Company. Media Company will defend, indemnify, and hold harmless Agency, Advertiser, and each of their respective Affiliates and Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from any claim, judgment, or proceeding (collectively, "**Claims**") resulting from (i) Media Company's alleged breach of Section XII or of Media Company's representations and warranties in Section XIV(a), (ii) Media Company's display or delivery of any Ad in breach of Section II(a) or Section IX(e), (iii) Advertising Materials provided by Media Company for an Ad (and not by Agency, Advertiser, and/or each of its Affiliates and/or Representatives) ("**Media Company Advertising Materials**") that: (A) violate any applicable law, regulation, judicial or administrative action, or the right of a Third Party; or (B) are defamatory or obscene, and/or (iv) any breach by Media Company of any of the other provisions of the IO and/or the Terms, and/or Media Company's violation of any of the Policies. Notwithstanding the foregoing, Media Company will not be liable for any Losses resulting from Claims to the extent that such Claims result from (1) Media Company's customization of Ads or Advertising Materials based upon detailed specifications, materials, or information provided by the Advertiser, Agency, and/or each of its Affiliates and/or Representatives, or (2) a user viewing an Ad outside of the targeting set forth on the IO, which viewing is not directly attributable to Media Company's serving such Ad in breach of such targeting.

b. By Advertiser. Advertiser will defend, indemnify, and hold harmless Agency, Media Company and each of their respective Affiliates and Representatives from Losses resulting from any Claims resulting from (i) Advertiser's alleged breach of Section XII or of Advertiser's representations and warranties in Section XIV(a), (ii) Advertiser's violation of Policies (to the extent the terms of such Policies have been provided (e.g., by making such Policies available by providing a URL) via email or other affirmative means, to Agency or Advertiser at least 14 days prior to the violation giving rise to the Claim), (iii) the content or subject matter of any Ad or Advertising Materials to the extent used by Media Company in accordance with these Terms or an IO, and/or (iv) any breach by Advertiser of any of the other provisions of the IO and/or the Terms, and/or Advertiser's violation of any of the Policies.

c. By Agency. Agency represents and warrants that it has the authority to bind Advertiser to these Terms and each IO, and that all of Agency's actions related to these Terms and each IO will be within the scope of such authority. Agency will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from (i) Agency's alleged breach of the foregoing sentence, (ii) Claims alleging that Agency has breached its express, Agency-specific obligations under Section XII and/or (iii) any breach by Agency of any of the other provisions of the IO and/or the Terms, and/or Agency's violation of any of the Policies.

d. Procedure. The indemnified party(s) will promptly notify the indemnifying party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all Claims; and (ii) be entitled to participate at its own expense in the defense of all Claims. The indemnified party(ies) agrees that the indemnifying party will have sole and exclusive control over the defense and settlement of all Claims; provided, however, the indemnifying party will not acquiesce to any judgment or enter into any settlement without the prior written consent of the indemnified party(ies)."

(f) In subparagraph XII(c)(iii) the parties acknowledge that no personally identifiable information is included in Performance Data.

(g) In subparagraph XII(f) the last three words "the other party" are deleted and replaced with "another party."

(h) In subparagraph XII(h)(ii)(B) Agency may also use Aggregated Collected Data for sales purposes.

(i) The following sentence is deemed inserted at the end of subparagraph XIV(b): "Notwithstanding the foregoing, Agency shall have the right to assign this agreement in whole or in part to an Affiliate, or to any Third Party acquiring a substantial portion of Agency's assets or ownership."

(j) In subparagraph XIV(d) the laws of the state of New York shall apply and the parties consent to the exclusive jurisdiction of the courts located in the state and county of New York.

2. Digital Platforms' Performance. Screenvision does not to make any warranty or representation regarding Digital Platforms, the Digital Platforms' service, Digital Platforms' technology, or Digital Platforms' performance under Digital Platforms' agreement with Screenvision.

3. Use Online and Through Digital Platforms' Services. Notwithstanding anything to the contrary in this rider or in the Agreement, Client acknowledges and agrees that the terms and conditions of paragraphs 9 and 12 of the Agreement are hereby deemed to pertain to the use of Client's Advertisements for Digital Advertising, using Digital Platforms' service, through the Media Company Properties and Network Properties (as such terms are defined in the IAB Terms), on Screenvision websites and apps, Client websites and apps, third party websites and apps, and otherwise as set forth in the IAB Terms.

4. Rights. In addition to the terms of paragraph 9 of the Agreement, Client further represents and warrants that: (a) it has obtained all rights and consents necessary to provide the Collected Data and User Volunteered Data for the purposes herein, which shall include, as applicable, any necessary consents from individual users from whom Client derives, collects, or otherwise receives Collected Data and User Volunteered Data or from or other third-party suppliers of consumer data; and (b) Screenvision's and Digital Platform's use of Collected Data and User Volunteered Data as permitted herein will not violate any laws or infringe upon any third party rights.

In the event of a conflict between the IAB Terms and this rider, the terms of this rider will govern.