





2707 Laurel Street Napa, CA 94558 Phone 888.990.8777

Date: 6/6/24

## Terms & Conditions

1. **Exhibitor Services.** Looking Glass Media LLC ("LGM") will cause a digital multimedia advertisement ("Spot") to be exhibited in the theater(s) listed on this Order Form (the "Theatre Screens") pursuant to the terms set forth in this Agreement. The Spot will be presented at least once prior to the presentation of each movie during the normal seating period, along with other advertisements. LGM makes no representations about the placement of Advertiser's Spot within the pre-show program. Advertiser acknowledges that equipment, mechanical, and electrical failures may happen from time to time and such failures shall not constitute a breach of this Agreement. Upon any event which prevents exhibition of a Spot, LGM and Theater will use its best commercial efforts to exhibit advertising at the next reasonable opportunity. The exhibition of Spot is subject to preemption and may be moved at LGM's discretion to a different time/location in the show.
2. **Design Services.** Advertiser hereby contracts with LGM to produce a Spot for display on the selected Theater Screens.
  - (a) **Design By Advertiser.** Advertiser may design and provide the Spot at its own cost, according to LGM's specifications. Spots submitted by Advertiser are subject to a prepaid production fee and must be submitted at least fourteen (14) days prior to the estimated Start date indicated in this Order Form. LGM shall not be liable for damage to any such material.
  - (b) **Design By LGM.** Advertiser may request that LGM design the Spot, subject to a prepaid production fee, using media supplied by the Advertiser and received by LGM within fourteen (14) days after execution of this Agreement. LGM may use agency photos and copy to produce the Spot if it does not receive all the media from the Advertiser within such time period.
  - (c) **Approval of Spot.** Approximately fourteen (14) days prior to the Start Date, LGM will provide Advertiser with a proof on LGM's website, in print form, or via email. Advertiser shall approve Spot (via email or written signature) or provide comments to LGM no later than ten (10) days prior to launch. Advertiser acknowledges that time is of the essence, and failure to provide approval or comments within such time period may reduce the length of exhibition, without penalty to LGM. Once approved, Advertiser is solely responsible for any errors or desired changes.
  - (d) **Rights.** LGM reserves the right to, at its sole discretion, edit, cancel or reject any Spot for any reason. If LGM deems the advertising material unsatisfactory it shall notify Advertiser, and Advertiser will then promptly replace the material. Advertiser's sole remedy for production delays not caused by Advertiser is extension of the term of this Agreement by the number of days of lost advertising time on a one-for-one basis. LGM retains ownership of all materials produced hereunder, as well as promotional rights to use the images associated with this Agreement. Production fees are non-refundable. An additional production fee shall be incurred for any modification to the original Spot, to be quoted at the time of such request and due in full in advance of the change. Additional charges may also be incurred for unusual or complex production requirements.
3. **Term.** This Agreement shall commence date that the last of all required parties has executed it, (the "Effective Date") and shall continue until the End Date, as may be modified under the terms of this Agreement (the "Term"). If exhibition at one or more of the Theaters becomes unavailable, advertising shall continue in the remaining or substitute Theaters, and LGM may extend the Term for such time as needed to run the contracted number of Spots. This agreement will automatically renew for like subsequent periods, unless terminated by either party by written notice sent to the other at the above address, at least sixty (60) days, but not more than 6 months prior to the expiration of the original term or any then current renewal terms.
4. **Payment.** As compensation for LGM's services herein, Advertiser agrees to pay LGM amount as set forth as "Total Screen Fee" on this Order Form (the "Screen Fee"). The Screen Fee is due prior to the first showing of the Spot. Upon approval by LGM (which may be withheld for any reason) Advertiser may pay the Screen Fee in installments as indicated on the Order Form portion of this Agreement. The installment billing cycle will commence immediately from the Effective Date. Failure to make any payment within ten (10) days of the due date on the invoice shall result in a late payment fee of the lesser of the maximum rate of interest permissible under the applicable law, OR 15% (fifteen percent) per month. A \$75 (seventy-five dollar) administrative fee is due for each item returned from the bank. Any outstanding balance more than thirty (30) days past due shall constitute a default by Advertiser. Upon any default, LGM may do any or all of the following: (i) suspend exhibition of the Spot until the account is made current, (ii) demand any balance for remainder of the Term immediately due and payable, and/or (iii) pursue any other remedies available at law and equity. Advertiser shall be liable for all costs incurred in enforcement of this Agreement, including all attorney fees, court costs, and collection fees. Advertiser acknowledges that LGM may contract with a third party to administer billing pursuant to this Agreement. All production fees and down payments are due prior to showing the Spot.
5. **Cancellation.** LGM retains the right to cancel this Agreement at any time if the Spot is not able to be shown at the Theater for any reason. Upon such cancellation, LGM may issue Advertiser substitute screen time on a one-for-one basis, or a pro-rata credit for the unfulfilled portion of this Agreement to be applied to subsequent orders.
6. **Indemnification.** Advertiser represents and warrants that all of its activities under this Agreement are and will be in full compliance with applicable laws and regulations. Advertiser shall indemnify and hold LGM, Theater, its subsidiaries and affiliates, and their shareholders, officers, directors, employees and agents, harmless from and against any and all losses, damages, claims, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of the performance of this Agreement, or Advertiser's breach thereof.
7. **Rights.** Neither party shall obtain by this Agreement any right, title or interest in the trademarks of the other, nor shall this Agreement give either party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of the other without prior written consent. Advertiser shall provide and maintain all licenses, rights and clearances necessary for exhibition of the Spot. No product, category or other exclusivity is granted to Advertiser.
8. **License.** By entering into this Agreement, Advertiser hereby grants to LGM the right to use, copy, reproduce, modify, recombine, edit, distribute and transmit any advertising material provided hereunder, in any and all media now known or hereafter developed, as necessary or helpful in the performance of this Agreement. This Agreement may not be assigned or transferred by Advertiser without the prior written consent of LGM.
9. **Warranty Disclaimer.** The services provided hereunder are furnished by LGM and accepted by Advertiser "as is," with all faults and without any warranty whatsoever. All warranties, whether express or implied, including any warranties of implied merchantability or fitness for a particular purpose, are specifically excluded and disclaimed.
10. **Remedies and Limitations Thereof.** Advertiser's sole remedy for delays or interruptions through no fault of the advertiser is the extension of the term of this agreement for showing spots by the number of days of lost screen time caused by the delay. In no event will LGM or theater be liable to advertiser or any person for any lost profits, lost savings, lost data, or other special, consequential, incidental or punitive damages arising out of or relating to this agreement and services furnished or to be furnished herein. The aggregate liability of LGM upon any claims whatsoever arising out of or relating to this agreement will in any event be absolutely limited to payments received by LGM from advertiser pursuant to this agreement. If a theater is unable to exhibit a spot for any reason, the theater shall have no liability to advertiser as a result thereof. LGM may substitute screen time or other forms of in-theater advertising in lieu of any cash settlement. In any action to enforce the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.
11. **Miscellaneous.** This Agreement includes the Order Form portion above, and shall not be amended except in a writing signed by LGM and Advertiser. This Agreement constitutes the full and entire understanding between the parties hereto and supersedes any prior oral or written agreement, except for existing written contracts between LGM and Advertiser for other theaters or weeks not covered herein. Advertiser, or any agent signing on its behalf, shall be jointly and severally liable for the obligations hereunder. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and permitted assigns. LGM may assign this Agreement to any party, without the consent of Advertiser, and upon such assignment shall have no further liability hereunder. This Agreement shall be governed by the laws of the State of California. If any provision herein shall be deemed invalid or unenforceable in whole or in part, neither the validity of the remaining part of the provision or of any other provision shall in any way be affected thereby.

END OF TERMS AND CONDITIONS