

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows

Advertiser Information Texas A&M University-Corpus Christi 6300 Ocean Dr Corpus Christi, TX 78412-5599 Phone: (361) 825-3020 Fax: 361-825-5887 Ashley Larrabee ashley.larrabee@tamucc.edu	Billing Information Texas A&M University-Corpus Christi 6300 Ocean Dr Corpus Christi, TX 78412-5599 Phone: (361) 825-3020 Fax: 361-825-5887 Ashley Larrabee ashley.larrabee@tamucc.edu	Account Director Information Name: Shannon Spree Phone: +1 (361) 218-4722 Fax: Email: Shannon.Spree@ncm.com Account Director 2 Name: David Lindsey Account Director 3 Name: 50/50 split
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Order: ORD-1608-01260 **Type:** Replacement

Scenario I

Regional Premium

Start: 11/25/2016 **End:** 12/1/2016
Weeks: 1.00 **Weight:** Best Available **Duration/Units:** 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
360069	CNK434	Corpus Christi 16 with IMAX	Corpus Christi, Texas	16	\$40.00	\$640.00
360069	AMC0745	Corpus Stadium 16	Corpus Christi, Texas	16	\$30.00	\$480.00
360069	CNK088	Dollar Cinema	Corpus Christi, Texas	7	\$20.00	\$140.00

Regional Segment I

Start: 11/25/2016 **End:** 12/1/2016
Weeks: 1.00 **Weight:** C **Duration/Units:** 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
360069	CNK203	Cinemark 8	Lewisville, Texas	8	\$20.00	\$160.00
360069	CNK231	Cinemark West Plano with XD	Plano, Texas	20	\$20.00	\$400.00
360069	AMC0266	Firewheel 18 with IMAX	Garland, Texas	18	\$20.00	\$360.00
360069	AMC0159	Northpark Center 15 with IMAX and ETX	Dallas, Texas	15	\$20.00	\$300.00

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360069	AMC0750	Brazos Stadium 14	Lake Jackson, Texas	14	\$20.00	\$280.00
360069	CNK373	Cinemark 13 Cypress with XD	Cypress, Texas	13	\$20.00	\$260.00
360069	CNK361	Cinemark 13 Silverlake with XD	Pearland, Texas	13	\$20.00	\$260.00
360069	AMC0268	Gulf Pointe 30 with IMAX	Houston, Texas	30	\$20.00	\$600.00
360069	CNK190	Hollywood USA	Pasadena, Texas	20	\$20.00	\$400.00
360069	RGL1052	Houston Marq*E Stadium 22 plus IMAX	Houston, Texas	23	\$20.00	\$460.00
360069	SBC6005	Kingwood Movies 15	Kingwood, Texas	15	\$20.00	\$300.00
360069	SCG1003	Star Cinema Grill 10	Missouri City, Texas	10	\$20.00	\$200.00
360069	RGL939	Alamo Quarry 16	San Antonio, Texas	16	\$20.00	\$320.00
360069	RGL765	Cielo Vista 18	San Antonio, Texas	18	\$20.00	\$360.00
360069	RGL938	Fiesta 16 Theatres	San Antonio, Texas	16	\$20.00	\$320.00
360069	RGL795	Live Oak 18	Live Oak, Texas	18	\$20.00	\$360.00
360069	RGL940	Northwoods 14	San Antonio, Texas	14	\$20.00	\$280.00
360069	CNK312	Cinemark Victoria	Victoria, Texas	12	\$20.00	\$240.00

Regional LEN

Start: 11/25/2016

End: 12/1/2016

Weeks: 1.00

Weight: C

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
360069	CNK203	Cinemark 8	Lewisville, Texas	8	\$5.00	\$5.00
360069	CNK231	Cinemark West Plano with XD	Plano, Texas	20	\$5.00	\$5.00
360069	AMC0266	Firewheel 18 with IMAX	Garland, Texas	18	\$5.00	\$5.00
360069	AMC0159	Northpark Center 15 with IMAX and ETX	Dallas, Texas	15	\$5.00	\$5.00
360069	AMC0750	Brazos Stadium 14	Lake Jackson, Texas	14	\$5.00	\$5.00
360069	CNK373	Cinemark 13 Cypress with XD	Cypress, Texas	13	\$5.00	\$5.00
360069	CNK361	Cinemark 13 Silverlake with XD	Pearland, Texas	13	\$5.00	\$5.00
360069	AMC0268	Gulf Pointe 30 with IMAX	Houston, Texas	30	\$5.00	\$5.00
360069	CNK190	Hollywood USA	Pasadena, Texas	20	\$5.00	\$5.00
360069	RGL1052	Houston Marq*E Stadium 22 plus IMAX	Houston, Texas	23	\$5.00	\$5.00
360069	SBC6005	Kingwood Movies 15	Kingwood, Texas	15	\$5.00	\$5.00

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360069	SCG1003	Star Cinema Grill 10	Missouri City, Texas	10	\$5.00	\$5.00
360069	RGL939	Alamo Quarry 16	San Antonio, Texas	16	\$5.00	\$5.00
360069	RGL765	Cielo Vista 18	San Antonio, Texas	18	\$5.00	\$5.00
360069	RGL938	Fiesta 16 Theatres	San Antonio, Texas	16	\$5.00	\$5.00
360069	RGL795	Live Oak 18	Live Oak, Texas	18	\$5.00	\$5.00
360069	RGL940	Northwoods 14	San Antonio, Texas	14	\$5.00	\$5.00
360069	CNK434	Corpus Christi 16 with IMAX	Corpus Christi, Texas	16	\$5.00	\$5.00
360069	AMC0745	Corpus Stadium 16	Corpus Christi, Texas	16	\$5.00	\$5.00
360069	CNK088	Dollar Cinema	Corpus Christi, Texas	7	\$5.00	\$5.00
360069	CNK312	Cinemark Victoria	Victoria, Texas	12	\$5.00	\$5.00

Regional LEN

Start: 11/25/2016

End: 12/1/2016

Weeks: 1.00

Weight: C

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
360070	CNK203	Cinemark 8	Lewisville, Texas	8	\$5.00	\$5.00
360070	CNK231	Cinemark West Plano with XD	Plano, Texas	20	\$5.00	\$5.00
360070	AMC0266	Firewheel 18 with IMAX	Garland, Texas	18	\$5.00	\$5.00
360070	AMC0159	Northpark Center 15 with IMAX and ETX	Dallas, Texas	15	\$5.00	\$5.00
360070	AMC0750	Brazos Stadium 14	Lake Jackson, Texas	14	\$5.00	\$5.00
360070	CNK373	Cinemark 13 Cypress with XD	Cypress, Texas	13	\$5.00	\$5.00
360070	CNK361	Cinemark 13 Silverlake with XD	Pearland, Texas	13	\$5.00	\$5.00
360070	AMC0268	Gulf Pointe 30 with IMAX	Houston, Texas	30	\$5.00	\$5.00
360070	CNK190	Hollywood USA	Pasadena, Texas	20	\$5.00	\$5.00
360070	RGL1052	Houston Marq*E Stadium 22 plus IMAX	Houston, Texas	23	\$5.00	\$5.00
360070	SBC6005	Kingwood Movies 15	Kingwood, Texas	15	\$5.00	\$5.00
360070	SCG1003	Star Cinema Grill 10	Missouri City, Texas	10	\$5.00	\$5.00
360070	RGL939	Alamo Quarry 16	San Antonio, Texas	16	\$5.00	\$5.00
360070	RGL765	Cielo Vista 18	San Antonio, Texas	18	\$5.00	\$5.00
360070	RGL938	Fiesta 16 Theatres	San Antonio, Texas	16	\$5.00	\$5.00
360070	RGL795	Live Oak 18	Live Oak, Texas	18	\$5.00	\$5.00

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360070	RGL940	Northwoods 14	San Antonio, Texas	14	\$5.00	\$5.00
360070	CNK434	Corpus Christi 16 with IMAX	Corpus Christi, Texas	16	\$5.00	\$5.00
360070	AMC0745	Corpus Stadium 16	Corpus Christi, Texas	16	\$5.00	\$5.00
360070	CNK088	Dollar Cinema	Corpus Christi, Texas	7	\$5.00	\$5.00
360070	CNK312	Cinemark Victoria	Victoria, Texas	12	\$5.00	\$5.00

Regional Premium

Start: 12/16/2016

End: 12/29/2016

Weeks: 2.00

Weight: Best Available

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
360070	CNK434	Corpus Christi 16 with IMAX	Corpus Christi, Texas	16	\$40.00	\$1,280.00
360070	AMC0745	Corpus Stadium 16	Corpus Christi, Texas	16	\$30.00	\$960.00
360070	CNK088	Dollar Cinema	Corpus Christi, Texas	7	\$20.00	\$280.00

Regional Segment I

Start: 12/16/2016

End: 12/29/2016

Weeks: 2.00

Weight: C

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
360069	CNK203	Cinemark 8	Lewisville, Texas	8	\$20.00	\$320.00
360069	CNK231	Cinemark West Plano with XD	Plano, Texas	20	\$20.00	\$800.00
360069	AMC0266	Firewheel 18 with IMAX	Garland, Texas	18	\$20.00	\$720.00
360069	AMC0159	Northpark Center 15 with IMAX and ETX	Dallas, Texas	15	\$20.00	\$600.00
360069	AMC0750	Brazos Stadium 14	Lake Jackson, Texas	14	\$20.00	\$560.00
360069	CNK373	Cinemark 13 Cypress with XD	Cypress, Texas	13	\$20.00	\$520.00
360069	CNK361	Cinemark 13 Silverlake with XD	Pearland, Texas	13	\$20.00	\$520.00
360069	AMC0268	Gulf Pointe 30 with IMAX	Houston, Texas	30	\$20.00	\$1,200.00
360069	CNK190	Hollywood USA	Pasadena, Texas	20	\$20.00	\$800.00
360069	RGL1052	Houston Marq*E Stadium 22 plus IMAX	Houston, Texas	23	\$20.00	\$920.00
360069	SBC6005	Kingwood Movies 15	Kingwood, Texas	15	\$20.00	\$600.00
360069	SCG1003	Star Cinema Grill 10	Missouri City, Texas	10	\$20.00	\$400.00
360069	RGL939	Alamo Quarry 16	San Antonio, Texas	16	\$20.00	\$640.00

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360069	RGL765	Cielo Vista 18	San Antonio, Texas	18	\$20.00	\$720.00
360069	RGL938	Fiesta 16 Theatres	San Antonio, Texas	16	\$20.00	\$640.00
360069	RGL795	Live Oak 18	Live Oak, Texas	18	\$20.00	\$720.00
360069	RGL940	Northwoods 14	San Antonio, Texas	14	\$20.00	\$560.00
360069	CNK312	Cinemark Victoria	Victoria, Texas	12	\$20.00	\$480.00

Regional Segment 2

Start: 12/16/2016

End: 12/29/2016

Weeks: 2.00

Weight: B

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
360070	CNK434	Corpus Christi 16 with IMAX	Corpus Christi, Texas	16	\$1.00	\$32.00
360070	AMC0745	Corpus Stadium 16	Corpus Christi, Texas	16	\$1.00	\$32.00
360070	CNK088	Dollar Cinema	Corpus Christi, Texas	7	\$1.00	\$14.00

Regional LEN

Start: 12/16/2016

End: 12/29/2016

Weeks: 2.00

Weight: C

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
360069	CNK203	Cinemark 8	Lewisville, Texas	8	\$5.00	\$10.00
360069	CNK231	Cinemark West Plano with XD	Plano, Texas	20	\$5.00	\$10.00
360069	AMC0266	Firewheel 18 with IMAX	Garland, Texas	18	\$5.00	\$10.00
360069	AMC0159	Northpark Center 15 with IMAX and ETX	Dallas, Texas	15	\$5.00	\$10.00
360069	AMC0750	Brazos Stadium 14	Lake Jackson, Texas	14	\$5.00	\$10.00
360069	CNK373	Cinemark 13 Cypress with XD	Cypress, Texas	13	\$5.00	\$10.00
360069	CNK361	Cinemark 13 Silverlake with XD	Pearland, Texas	13	\$5.00	\$10.00
360069	AMC0268	Gulf Pointe 30 with IMAX	Houston, Texas	30	\$5.00	\$10.00
360069	CNK190	Hollywood USA	Pasadena, Texas	20	\$5.00	\$10.00
360069	RGL1052	Houston Marq*E Stadium 22 plus IMAX	Houston, Texas	23	\$5.00	\$10.00
360069	SBC6005	Kingwood Movies 15	Kingwood, Texas	15	\$5.00	\$10.00
360069	SCG1003	Star Cinema Grill 10	Missouri City, Texas	10	\$5.00	\$10.00
360069	RGL939	Alamo Quarry 16	San Antonio, Texas	16	\$5.00	\$10.00

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360069	RGL765	Cielo Vista 18	San Antonio, Texas	18	\$5.00	\$10.00
360069	RGL938	Fiesta 16 Theatres	San Antonio, Texas	16	\$5.00	\$10.00
360069	RGL795	Live Oak 18	Live Oak, Texas	18	\$5.00	\$10.00
360069	RGL940	Northwoods 14	San Antonio, Texas	14	\$5.00	\$10.00
360069	CNK434	Corpus Christi 16 with IMAX	Corpus Christi, Texas	16	\$5.00	\$10.00
360069	AMC0745	Corpus Stadium 16	Corpus Christi, Texas	16	\$5.00	\$10.00
360069	CNK088	Dollar Cinema	Corpus Christi, Texas	7	\$5.00	\$10.00
360069	CNK312	Cinemark Victoria	Victoria, Texas	12	\$5.00	\$10.00

Regional LEN

Start: 12/16/2016

End: 12/29/2016

Weeks: 2.00

Weight: C

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
360070	CNK203	Cinemark 8	Lewisville, Texas	8	\$5.00	\$10.00
360070	CNK231	Cinemark West Plano with XD	Plano, Texas	20	\$5.00	\$10.00
360070	AMC0266	Firewheel 18 with IMAX	Garland, Texas	18	\$5.00	\$10.00
360070	AMC0159	Northpark Center 15 with IMAX and ETX	Dallas, Texas	15	\$5.00	\$10.00
360070	AMC0750	Brazos Stadium 14	Lake Jackson, Texas	14	\$5.00	\$10.00
360070	CNK373	Cinemark 13 Cypress with XD	Cypress, Texas	13	\$5.00	\$10.00
360070	CNK361	Cinemark 13 Silverlake with XD	Pearland, Texas	13	\$5.00	\$10.00
360070	AMC0268	Gulf Pointe 30 with IMAX	Houston, Texas	30	\$5.00	\$10.00
360070	CNK190	Hollywood USA	Pasadena, Texas	20	\$5.00	\$10.00
360070	RGL1052	Houston Marq*E Stadium 22 plus IMAX	Houston, Texas	23	\$5.00	\$10.00
360070	SBC6005	Kingwood Movies 15	Kingwood, Texas	15	\$5.00	\$10.00
360070	SCG1003	Star Cinema Grill 10	Missouri City, Texas	10	\$5.00	\$10.00
360070	RGL939	Alamo Quarry 16	San Antonio, Texas	16	\$5.00	\$10.00
360070	RGL765	Cielo Vista 18	San Antonio, Texas	18	\$5.00	\$10.00
360070	RGL938	Fiesta 16 Theatres	San Antonio, Texas	16	\$5.00	\$10.00
360070	RGL795	Live Oak 18	Live Oak, Texas	18	\$5.00	\$10.00
360070	RGL940	Northwoods 14	San Antonio, Texas	14	\$5.00	\$10.00
360070	CNK434	Corpus Christi 16 with IMAX	Corpus Christi, Texas	16	\$5.00	\$10.00

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360070	AMC0745	Corpus Stadium 16	Corpus Christi, Texas	16	\$5.00	\$10.00
360070	CNK088	Dollar Cinema	Corpus Christi, Texas	7	\$5.00	\$10.00
360070	CNK312	Cinemark Victoria	Victoria, Texas	12	\$5.00	\$10.00

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Payment	Comments & Special Instructions:	Total Media	\$22,068.00
Payment Terms: Special Instructions Payment Method: Purchase Order P.O. Number:	**This contract replaces the November and December portion of contract #1508-01178. Special Package to extend current schedule approved per RVP: S. Ried. If regional premium space is not available anytime. Ok to run in RSI (A-B) to ensure schedule is not interrupted. Make good will be awarded if applicable.	Media Services	\$0.00
		Creative Services	\$0.00
		Other Services	\$0.00
		Total Due	\$22,068.00
Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.			
BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM			

Advertiser Name/Title:

Date: August 30, 2016 National CineMedia, LLC

09/07/16

Pending Creative Approval

Deborah Zentmire, Contracts Manager

Order Number: ORD-1608-01260					
A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

08/31/16



Billing Acknowledgement

To be completed by the Client's accounts payable/accounting department

Client Name:	Texas A&M University - Corpus Christi
AP Contact Name:	Ashley Larrabee, Director of Marketing
AP Address:	6300 Ocean Drive, , USC 107 Corpus Christi, Texas 78412
AP Phone:	(361) 825-3020
AP E-mail:	Ashley.Larrabee@tamucc.edu

Order Number:	1608-01260
Billing Frequency Requested:	<input type="checkbox"/> Bill in Full (payment due 30 days from Contract Start Date) <input type="checkbox"/> Monthly Installments PLEASE NOTE: Online advertising is billed based on the number of actual monthly impressions and <u>cannot</u> be billed in equal monthly installments. <input checked="" type="checkbox"/> Other*

Purchase Order number to be referenced (when applicable):

Check this box if you would like to receive electronic invoices:

*Other Billing Instructions:

Bill monthly after run date.

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NATIONAL CINEMEDIA, LLC ADVERTISING REGIONAL INSERTION ORDER AND AGREEMENT Terms and Conditions

The Agreement between National CineMedia, LLC ("NCM") and Advertiser will include, and all Advertising exhibited by NCM for Advertiser will be subject to, the following Terms and Conditions:

1. NCM Services. Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement.

2. In-Theatre Advertising. All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or group of motion pictures with particular movie ratings. The screen count or theatre locations for In-Theatre Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser.

3. Internet and Online Advertising. The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "**IAB Terms**"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the IAB Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the IAB Terms and Section III(c) of the IAB Terms is deleted. In the event of any conflict between the terms of this Agreement and the IAB Terms, the terms of this Agreement will control.

4. Fees and Payment. Advertiser will pay all fees as specified on each Order within 30 days of invoice. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. Advertiser Obligations. In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 business days in advance but not more than 20 business days in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising (dependent upon Advertising vehicle selected or if otherwise agreed to by the parties).

6. Content.

6.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("**Content**") provided by Advertiser for use in the Advertising ("**Advertiser Content**") is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at <http://adspecs.ncm.com>. NCM reserves the right to make technical changes to Advertiser Content to ensure conformance with technical specifications. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason. NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to liability arising from any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "**Licenses**") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Advertising and as necessary or appropriate for the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising in connection with the promotion of NCM's business.

6.2 NCM Content. All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("**NCM Content**"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. Promotional Materials. All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("**Promotional Materials**") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. All Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILLING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. Representations and Warranties. Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials are free from defects and

Regional Insertion Order Agreement

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materials in workmanship. Advertiser further covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO ADVERTISER AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPARABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING) WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, any Promotional Materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days' notice to Advertiser for any other reason. Upon termination for breach by Advertiser, Advertiser will not be entitled to the refund of any prepaid fees. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. NCM and its affiliates will be named as additional insureds on such policy, and the policy will provide that it will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assign to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Arapahoe County, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. In the event that any terms that may appear on an Advertiser's or agency's form of purchase order, insertion order, or other order form vary from or conflict with the terms of this Agreement (including without limitation pre-printed terms), the terms of this Agreement will control. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder.



ADDENDUM TO AGREEMENT BETWEEN TEXAS A&M UNIVERSITY-CORPUS CHRISTI and NATIONAL CINEMEDIA, LLC
re: ORD-1608-01260

THIS ADDENDUM is made and entered into this 30th day of August, 2016, by and between TEXAS A&M UNIVERSITY- CORPUS CHRISTI ("Advertiser and/or TAMU-CC"), and NATIONAL CINEMEDIA, LLC (hereinafter referred to as "NCM").

WHEREAS, this Addendum is to the original Agreement between TAMU-CC, and NCM with a term date of November 25, 2016 through December 29, 2016; and

WHEREAS, the Parties; mutually agree to amend the Agreement to reflect the additions described below.


- 1) **§4 Fees and Payment:** Payment shall be made after services have been rendered, and pursuant to Texas Government Code, Chapter 2251, Prompt Payment Law.
- 2) **§10 Indemnification:** Insert the following after "Advertiser is responsible" to read "Advertiser is responsible, and to the extent permitted by the laws and Constitution of the State of Texas.....".
- 3) **§13 Insurance:** Strike current paragraph in agreement, and replace with: Advertiser (TAMU-CC) is a member of The Texas A&M University System and an institution of higher education under the laws of the State of Texas. Advertiser is self-insured.
- 4) **§14 Additional Terms:** Delete the sentence "In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory right to trial by jury".

NOW THEREFORE, all other terms and conditions of the Agreement that are not modified in this Addendum, shall remain in full force and effect, and be considered incorporated herein.

**TEXAS A&M UNIVERSITY
- CORPUS CHRISTI**

NATIONAL CINEMEDIA, LLC

By: 
Name: Deborah Zentmire
Its: Contracts Manager
Dated: August 30, 2016

By:  08/30/16
Name: Sandra Ranz
Its: Manager, Advertising Services
Dated: August 30, 2016