

STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM TO NCM REGIONAL INSERTION ORDER AGREEMENT

THIS ADDENDUM is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas and National CineMedia, LLC (hereinafter "Contractor" or "NCM"), a company authorized to conduct business in the State of Texas ("Contractor").

THAT, WHEREAS, the parties have executed and accepted that certain Regional Insertion Order Agreement which includes the Regional Insertion Order Agreement Terms and Conditions and the Addendum to the Regional Advertising Insertion Order Agreement (the License Agreement) (hereinafter referred to collectively as the "Agreement") attached hereto as Exhibit "A" and incorporated by reference;

WHEREAS, County desires that Contractor provide In-Theater Advertising services related to Zika Virus Prevention efforts (hereinafter "Services"); and

WHEREAS funding for this program is provided either in full, or in part from the Texas Department of State Health Services Contract No. 537-18-0352-00001 under the Public Health Preparedness and Response Cooperative Agreement (PHPR) and the Epidemiology and Laboratory Capacity for Infectious Disease Program (ELC); and

WHEREAS, Contractor represents that it is qualified and desires to perform such services; and

WHEREAS, County has determined that National CineMedia, LLC is the sole source provider for in theater advertising at the desired locations and is therefore exempt from competitive bidding;

NOW THEREFORE the following changes are incorporated as if a part of the Agreement:

1. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
2. **Limit of Appropriation.** Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of eighty-seven thousand six hundred dollars and no/100 (\$87,725.00), specifically allocated to fully discharge any and all liabilities County may incur.

3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
5. **INDEMNITY.** THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY; THEREFORE, ALL REFERENCES OF ANY KIND TO COUNTY DEFENDING, INDEMNIFYING, HOLDING OR SAVING HARMLESS CONTRACTOR FOR ANY REASON ARE HEREBY DELETED.
6. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
7. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
8. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
9. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified

In addition, because federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with all federal and state required contract provisions as stated below:

(1) Access to records, books, and documents

In addition to any right of access arising by operation of law, Contractor will permit the Texas Health and Human Services Commission (HHSC) or any of the agencies of the State

of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services (herein "System Agency") or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine those sites where business is conducted or Services are performed which are owned by the Contractor and under the Contractor's control and all records, which includes but is not limited to financial, client and records, books, papers or documents related to the performance of this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

(2) Civil Rights Requirements

Contractor agrees to comply with state and federal anti-discrimination laws, including: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and the System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express

themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at:

http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(3) Government-wide Debarment and Suspension

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

(4) Insurance

Contractor has and will maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Contractor will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Contractor may, in its sole discretion, secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation, or either Party may terminate the Agreement. If coverage expires during the

term of this Contract, Contractor must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any.

(5) Ownership and Intellectual Property

All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("Content") provided by the County for use in the Services, and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of the County.

All Content prepared or delivered by Contractor under this Agreement, and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of Contractor. Upon payment by County of \$200.00 (creative license fee) and execution of Addendum to Regional Advertising Insertion Order Agreement (creative license), Contractor will grant County a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created in the performance of this Agreement.

(6) Compliance with Audit of Inspection Findings.

Contractor understands and must ensure its compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of this Agreement and the goods or services provided hereunder. Any such correction related to the Subcontractor's actions shall be at the Contractor's expense. Whether Contractor's action corrects the noncompliance will be solely the decision of the County.

As part of the Services, Contractor must provide to County upon request a copy of those portions of Contractors' internal audit reports relating to the Services and deliverables provided to the County under this contract.

(7) Licenses

Contractor ensures that each of its employees, agents, or Subcontractors who provide Services or deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work.

(8) Reporting of Criminal Offense

Contractor certifies that it shall not permit any person who engaged, or was alleged to have engaged, in (1) any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or (2) been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to

involvement in any financial matter, federal or state program or felony sex crime to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the County.

(9) Employment Verification

Contractor will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

(10) SAO Audit

The Contractor agrees to reasonably cooperate with any Government agency responsible for audits, investigations, or corrective actions.

(11) Child Support

Under Section 231.006, Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent, is not eligible to receive: 1. Payments from state funds under a contract to provide property, materials, or services; or 2. A state-funded grant or loan.

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

{Execution Page Follows}

If there is a conflict between this Addendum and the Agreement, the provisions of this Addendum shall prevail.

FORT BEND COUNTY

Robert E. Hebert, County Judge

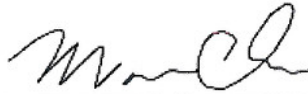
Date

ATTEST:

Laura Richard, County Clerk

EXHIBIT A: Insertion Order and Agreement

NATIONAL CINEMEDIA, LLC



Authorized Agent- Signature

Mark Chandler

Authorized Agent- Printed Name

Manager, Advertising Services

Title

6/14/17

Date

Pending Client Signature

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, County Auditor

EXHIBIT A

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	Billing Information	Account Director Information
Fort Bend County Dept of Health and Human Services 4520 Reading Rd Rosenberg, TX 77471 Phone: (281) 238-3551 Fax: Yaneth Calderon yaneth.calderon@fortbendcountytexas.gov	Fort Bend County Dept of Health and Human Services 4520 Reading Rd Rosenberg, TX 77471 Phone: (281) 238-3551 Fax: Yaneth Calderon yaneth.calderon@fortbendcountytexas.gov	Name: Shannon Spree Phone: +1 (361) 218-4722 Fax: Email: Shannon.Spree@ncm.com Account Director 2 Name: Account Director 3 Name:

Order: ORD-1703-02743 Type: New

Scenario 5

Regional Premium

Start: 6/23/2017

Weeks: 28.00

End: 1/4/2018

Weight: Best Available

Duration/Units: 00:15

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
421173	CNK270	Cinemark 19 with XD	Katy, Texas	19	\$15.00	\$7,980.00
421173	AMC0262	First Colony 24 with IMAX	Sugar Land, Texas	24	\$15.00	\$10,080.00
421173	AMC2430	Fountains 18	Stafford, Texas	18	\$15.00	\$7,560.00
421173	AMC0148	Katy Mills 20	Katy, Texas	20	\$15.00	\$8,400.00
421173	SCG1003	Missouri City	Missouri City, Texas	10	\$15.00	\$4,200.00
421173	RGL1440	Regal Grand Parkway 22	Richmond, Texas	22	\$15.00	\$9,240.00

Regional Premium

Start: 6/23/2017

Weeks: 28.00

End: 1/4/2018

Weight: Best Available

Duration/Units: 00:15

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
421173	CNK375	Cinemark 12 Rosenberg	Rosenberg, Texas	12	\$13.96	\$4,690.00

Regional Insertion Order Agreement

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Regional LEN

Start: 6/23/2017

Weeks: 28.00

End: 1/4/2018

Weight: Best Available

Duration/Units: 00:15

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
421173	CNK375	Cinemark 12 Rosenberg	Rosenberg, Texas	12	\$5.00	\$140.00
421173	CNK270	Cinemark 19 with XD	Katy, Texas	19	\$5.00	\$140.00
421173	AMC0262	First Colony 24 with IMAX	Sugar Land, Texas	24	\$5.00	\$140.00
421173	AMC2430	Fountains 18	Stafford, Texas	18	\$5.00	\$140.00
421173	AMC0148	Katy Mills 20	Katy, Texas	20	\$5.00	\$140.00
421173	SCG1003	Missouri City	Missouri City, Texas	10	\$5.00	\$140.00

Regional LEN

Start: 6/23/2017

Weeks: 28.00

End: 1/4/2018

Weight: Best Available

Duration/Units: 00:15

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
421173	CNK375	Cinemark 12 Rosenberg	Rosenberg, Texas	12	\$5.00	\$140.00
421173	CNK270	Cinemark 19 with XD	Katy, Texas	19	\$5.00	\$140.00
421173	AMC0262	First Colony 24 with IMAX	Sugar Land, Texas	24	\$5.00	\$140.00
421173	AMC2430	Fountains 18	Stafford, Texas	18	\$5.00	\$140.00
421173	AMC0148	Katy Mills 20	Katy, Texas	20	\$5.00	\$140.00
421173	SCG1003	Missouri City	Missouri City, Texas	10	\$5.00	\$140.00

Regional Premium

Start: 3/2/2018

Weeks: 17.00

End: 6/28/2018

Weight: Best Available

Duration/Units: 00:15

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
421173	CNK375	Cinemark 12 Rosenberg	Rosenberg, Texas	12	\$15.00	\$3,060.00
421173	CNK270	Cinemark 19 with XD	Katy, Texas	19	\$15.00	\$4,845.00
421173	AMC0262	First Colony 24 with IMAX	Sugar Land, Texas	24	\$15.00	\$6,120.00
421173	AMC2430	Fountains 18	Stafford, Texas	18	\$15.00	\$4,590.00
421173	AMC0148	Katy Mills 20	Katy, Texas	20	\$15.00	\$5,100.00
421173	SCG1003	Missouri City	Missouri City, Texas	10	\$15.00	\$2,550.00

Regional Insertion Order Agreement

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421173	RGL1440	Regal Grand Parkway 22	Richmond, Texas	22	\$15.00	\$5,610.00
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Regional LEN

Start: 3/2/2018

End: 6/28/2018
Weight: Best Available
Duration/Units: 00:15

Weeks: 17.00

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
421173	CNK375	Cinemark 12 Rosenberg	Rosenberg, Texas	12	\$5.00	\$85.00
421173	CNK270	Cinemark 19 with XD	Katy, Texas	19	\$5.00	\$85.00
421173	AMC0262	First Colony 24 with IMAX	Sugar Land, Texas	24	\$5.00	\$85.00
421173	AMC2430	Fountains 18	Stafford, Texas	18	\$5.00	\$85.00
421173	AMC0148	Katy Mills 20	Katy, Texas	20	\$5.00	\$85.00
421173	SCG1003	Missouri City	Missouri City, Texas	10	\$5.00	\$85.00

Regional LEN

Start: 3/2/2018

End: 6/28/2018
Weight: Best Available
Duration/Units: 00:15

Weeks: 17.00

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
421173	CNK375	Cinemark 12 Rosenberg	Rosenberg, Texas	12	\$5.00	\$85.00
421173	CNK270	Cinemark 19 with XD	Katy, Texas	19	\$5.00	\$85.00
421173	AMC0262	First Colony 24 with IMAX	Sugar Land, Texas	24	\$5.00	\$85.00
421173	AMC2430	Fountains 18	Stafford, Texas	18	\$5.00	\$85.00
421173	AMC0148	Katy Mills 20	Katy, Texas	20	\$5.00	\$85.00
421173	SCG1003	Missouri City	Missouri City, Texas	10	\$5.00	\$85.00

Premium placement subject to availability; spots may run in Regional Segment 1 in locations where premium inventory is unavailable.
Proposed rates are held 4 weeks from the date of this proposal

Regional Insertion Order Agreement

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Payment	Comments & Special Instructions:	Total Media
Payment Terms: Monthly	Special pricing for multi-theater run approved by RVP Steve Ried. Grant money funded contract.	Media Services
Payment Method: Check		Creative Services
		Other Services
P.O. Number:		Total Due

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

Wmcl 06/14/17

Advertiser Name/Title: National CineMedia, LLC Date:

Pending Client Signature

Order Number: ORD-1703-02743					
A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

Regional Insertion Order Agreement

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

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

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

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.



Billing Acknowledgement

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

Client Name:	
AP Contact Name:	
AP Address:	
AP Phone:	
AP E-mail:	

Order Number:	
Billing Frequency Requested:	☐ Bill in Full (payment due 30 days from Contract Start Date) ☐ 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. ☐ Other*

Purchase Order number to be referenced (when applicable):

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

***Other Billing Instructions:**

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Creative Production Order Form

Page 1

Advertiser Information Fort Bend County Dept of Health and Human Services 4520 Reading Rd Rosenberg, TX 77471 Phone: (281) 238-3551 Fax: Yaneth Calderon yaneth.calderon@fortbendcountytexas.gov	Billing Information Fort Bend County Dept of Health and Human Services 4520 Reading Rd Rosenberg, TX 77471 Phone: (281) 238-3551 Fax: Yaneth Calderon yaneth.calderon@fortbendcountytexas.gov	Account Director: Shannon Spree Phone: +1 (361) 218-4722 Fax: Email: Shannon.Spree@ncm.com
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Order: ORD-1703-02743

Type: New

Creative Name: Ft. Bend Zika Awareness 421173

Start Date: 6/23/2017

Ratings: G, PG, PG-13, R

Notes / Special Instructions:

Media Services:

Description	Fee

Media Services SubTotal: \$0.00

Creative Services:

Description	Fee
:15 Animated Ad with VO	\$525.00

Creative Services SubTotal: \$525.00

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:

National CineMedia

Attention: Sales Operations

9110 East Nichols Avenue Suite 200

Centennial, Colorado 80112

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

Thank you!

ADDENDUM to Regional Advertising Insertion Order Agreement

IO # ORD-1703-02743 Job #(s)_421173

This addendum (this "**Addendum**") between National CineMedia, LLC ("**NCM**") and Fort Bend County, Texas (the "**Advertiser**") is dated _____ (the "**Effective Date**") and is incorporated into and subject to the executed Regional Advertising Insertion Order and Agreement and the Addendum to NCM Regional Insertion Order Agreement between the parties (the "**Order**") relating to the advertising identified by Job #(s) 421173 (the "**Advertising**"). Any undefined capitalized term has the meaning given to it in the Order.

RECITALS

- A. Advertiser and NCM signed the Order under which Advertiser contracted with NCM for the display of the Advertising on NCM's proprietary digital content network ("**DCN**").
- B. Advertiser is requesting a license to a copy of the NCM Content to use for its own business purposes.
- C. NCM is willing to grant Advertiser a license under the terms and conditions of this Addendum.

AGREEMENT

1. Representations and Warranties. Advertiser represents and warrants to NCM that (a) Advertiser has supplied all of the Content for the Advertising, including without limitation the creative, information, data, images, video, fonts, music, voice over and all other creative content contained in the Advertising; (b) Advertiser has the legal right to enter into this Addendum and to perform its obligations under the Addendum; (c) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Addendum; (d) the exhibition and other use of the NCM Content by Advertiser and the other activities of Advertiser 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 duty toward or rights of any third party; (e) the Content does 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 (f) Advertiser has and will secure all rights, authorizations, consents, licenses, and clearances (collectively, "**Licenses**") necessary or appropriate for Advertiser's use of the Content and the NCM Content, including, without limitation, all Licenses necessary for the public performance of musical compositions, as applicable to Advertiser's use.

2. License. Subject to the terms and conditions of this Addendum and the representations of Advertiser, NCM hereby grants to Advertiser a non-exclusive, royalty-free, non-transferable license to use, reproduce, display, perform and transmit the NCM Content for its own business purposes. Advertiser shall not, and shall not authorize or permit any third party to: (a) reverse engineer, decompile, disassemble, or reduce the NCM Content to its source files. (b) modify, change, revise or create derivative works of, the NCM Content, or (c) assign, sublicense, lease, rent, loan, transfer or otherwise make available the NCM Content to a third party. Except for those rights explicitly stated in this Addendum, NCM reserves all rights to the NCM Content. In exchange for this Addendum and the license to the NCM Content, Advertiser will pay NCM \$200.00, which is payable within 30 days after receipt of an NCM invoice.

3. Disclaimer and Limitation of Liability. NCM PROVIDES THE NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS ADDENDUM "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE ADVERTISER'S USE OF THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR ANY NCM SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND ITS SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT WILL NCM BE LIABLE FOR ANY ACTUAL, 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 ADDENDUM, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS ADDENDUM, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS ADDENDUM.

4. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries 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 Addendum; (2) negligence or willful misconduct on the part of Advertiser; or (3) the exhibition, display, performance, reproduction, transmission or other use by Advertiser of the NCM Content. 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.

5. Termination and Remedies. NCM may terminate this Addendum immediately upon any breach by Advertiser of this Addendum (in addition to any other available remedy).

6. Survival. The terms of this Addendum will survive termination of the Order.

7. This Addendum is incorporated into and is subject to all other applicable terms and conditions of the Order, which shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

NCM

NATIONAL CINEMEDIA, LLC

By: 

Print Name: Mark Chandler

Title: Manager, Advertising Services

Date: 6/14/17

Pending Client Signature

Advertiser

By: _____

Print Name: _____

Title: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-204297

Date Filed:
05/08/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

National CineMedia, LLC
Centennial, CO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18299
In-Theater Advertising

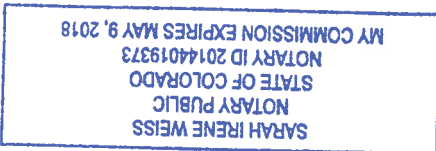
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Mark Chandler

05/09/17

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mark Chandler, this the 9th day of May, 2017, to certify which, witness my hand and seal of office.

Sarah I. Weiss

Signature of officer administering oath

Sarah I. Weiss

Printed name of officer administering oath

Notary

Title of officer administering oath