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: San Leandro Unified School District **Advertising Contact:** Keziah Moss	**Billing:**	**NCM Account Director:** Ralph Dauria **Phone:** +1 (415) 506-4266 **Email:** Ralph.Dauria@ncm.com

Order: 2106-0399-001

Boost Enrollment 2021

DIGITAL

Noovie Audience Accelerator Banners Local - Digital Banners
2106-0399-001-002

Period: 06/23/2021-07/20/2021 Weeks: 4
Total Weeks: 4

Digital Unit: (300x250, 728x90, 160x600, 300x600)
Digital Targeting: NCM Moviegoer, Ethnicity: Asian, Parents of young children

Creative #	Impressions	Net Rate	Net Media
603232, 603233	200,000	$7.50	$1,500.00

LOBBY PROMOTIONS

Poster - Local - Lobby Poster
2106-0399-001-003

Period: 06/23/2021-07/20/2021 Weeks: 4
Total Weeks: 4

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
603270	AMC0215	Bay Street 16	EMERYVILLE, CA	16	$250.00	$1,000.00

Standee - Local - Lobby Standee
2106-0399-001-004

Period: 06/23/2021-07/20/2021 Weeks: 4
Total Weeks: 4

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
603271	AMC0215	Bay Street 16	EMERYVILLE, CA	16	$250.00	$1,000.00

FOOTNOTES

Comments & Special Instructions:
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.

Total Media	$3,500.00
Creative/Media Services	$200.00
Production	$0.00
Total Due	$3,700.00

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 Signature: Date:

National CineMedia, LLC

Date:

NATIONAL CINEMEDIA, LLC REGIONAL/LOCAL ADVERTISING 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. On-screen advertising placement is subject to availability and theatre lighting is subject to technical availability. The exhibition of In-Theatre Advertising shall be deemed to be delivered by NCM if it is displayed in a majority of showings in a single theatre during the applicable week.

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. Digital Out of Home Advertising. All Digital Out of Home Advertising or other content will be subject to any content, audience or advertising restrictions or limitations imposed on NCM by any Location Provider or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any Digital Out of Home Advertising or other content at any location where the content is determined not to be appropriate or permitted in consultation with Location Providers or other third parties. The screen/impression count or advertising locations for Digital Out of Home Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser and in consultation with Location Providers. Digital Out of Home advertising placement is subject to availability and any limitations imposed by Location Providers. NCM does not maintain any of the Digital Out of Home Advertising locations or advertising technology and makes no representation regarding the condition or availability of such locations or advertising technology. **"Location Provider"** means the owner, operator, media suppliers/contractors and network or service providers of any location at which NCM will display or exhibit Digital Out of Home Advertising.

5. 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.

6. 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 4 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).

7. Content.

7.1 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 and on-going approval by NCM, the theatre circuits, Media Companies, and the Location Providers, as applicable, where NCM will display the Advertiser Content. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at https://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 or a theatre circuit, 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. Advertiser acknowledges that in certain designated "Non-Digital" theatres, NCM may not be able to immediately remove Advertiser Content upon request of Advertiser.

7.2 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.

8. 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 lobby promotional material (**"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 are subject to NCM and theatre circuit 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".

9. Representations and Warranties. Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right and authority 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 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.

10. 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 AND IN SECTION 2 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). MAKE-GOOD IS ONLY AVAILABLE UPON ADVERTISER'S WRITTEN REQUEST RECEIVED BY NCM WITHIN ONE MONTH OF THE APPLICABLE FAILURE AND MUST BE DISPLAYED WITHIN ONE YEAR FOLLOWING THE APPLICABLE FAILURE. IN-THEATRE ADVERTISING SHALL BE RUN ON A PER SCREEN OR PER THEATRE /PER WEEK BASIS. EXCEPT FOR INTERNET, ONLINE, AND DIGITAL OUT OF HOME ADVERTISING SOLD ON AN IMPRESSION BASIS, NCM HAS NOT MADE AND IS MAKING NO REPRESENTATIONS WITH REGARD TO NUMBER OF IMPRESSIONS. NCM SHALL USE COMMERCIALLY REASONABLE EFFORTS TO CAUSE ADVERTISING TO BE DISPLAYED IN ALL APPLICABLE SHOWINGS AT THE RELEVANT THEATRES, BUT NCM DOES NOT GUARANTEE THAT ADVERTISING SHALL BE DISPLAYED IN A SPECIFIC NUMBER OF SHOWINGS AT ANY THEATRE. FOR INTERNET, ONLINE, AND DIGITAL OUT OF HOME ADVERTISING SOLD ON AN IMPRESSION BASIS, NCM SHALL DELIVER ADVERTISING BASED ON THE TOTAL NUMBER OF IMPRESSIONS SET FORTH IN THE ORDER. EXACT TIMING OF THOSE IMPRESSIONS OVER THE COURSE OF A CAMPAIGN MAY VARY FROM ESTIMATES. FOR INTERNET, ONLINE, AND DIGITAL OUT OF HOME ADVERTISING SOLD ON AN IMPRESSION BASIS, MAKE-GOOD WILL BE ADDED WHEN NECESSARY TO ENSURE IMPRESSIONS ARE MET BUT ARE NOT GUARANTEED AT SPECIFIC LOCATIONS, IN SPECIFIC RATINGS OR DELIVERY TIMING.

11. Indemnification.

11.1 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.

11.2 NCM is responsible for and will indemnify, defend, and hold harmless Advertiser and its subsidiaries, affiliates, and their 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 third party claims related to (1) gross negligence or willful misconduct on the part of NCM; or (2) exhibition, distribution, display, performance, reproduction, or other use by NCM of the NCM Content, specifically excluding any Advertiser Content. Advertiser will provide NCM with notice of any such claim or allegation, and Advertiser has the right to participate in the defense of any such claim at its expense.

12. 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 immediately pay NCM all outstanding fees specified on each Order and 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).

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

14. 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. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage.

15. Confidentiality. Advertiser acknowledges that information, knowledge or data made available by NCM to Advertiser regarding the NCM or its affiliates, their businesses or information of third parties, including but not limited to source code,

schemata, algorithms, software techniques, processes, devices, know-how, inventions (whether or not patentable), methods, business ideas, forecasts and projections, designs, drawings, diagrams, data (including without limitation technical, marketing, accounting or financial data), pricing, patents or potential or actual improvements on existing patents, business plans and strategies, negotiations and contracts, technical information, research, customer or vendor information and lists, the Posting Information (as defined below), and all other information constituting trade secrets and the terms of any agreement is confidential, and is disclosed to Advertiser solely on the condition Advertiser agrees, and it does hereby agree (for itself, its agents, employees and affiliates (collectively, the **"Representatives"**)) that, it and its Representatives: (i) will not disclose any Posting Information to any third party; (ii) will not use the Posting Information in any business or capacity other than for its own internal business purposes under the Agreement; (iii) will implement such procedures to prevent unauthorized use or disclosure of the Posting Information as it uses to prevent disclosure, publication, dissemination or use of its own proprietary information of like nature but using at least reasonable care. **"Posting Information"** as used herein shall mean any fee information, post-buy analysis, posting information, post-campaign delivery reports, attendance reports, other proof of performance, or information from or about theatre exhibitors, Location Providers, or Media Companies. Advertiser will only disclose Posting Information to its Representatives that have a need to know and who are subject to a confidentiality obligation at least as restrictive as this Agreement. Advertiser will only disclose the Posting Information, in whole or in part, to a third party with the express, prior written consent of NCM and provided such third party is subject to a confidentiality obligation at least as restrictive as this Agreement. If Advertiser is an agency signing on behalf of another advertising party, Advertiser will ensure that such advertising party complies with the terms of this Agreement.

16. 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 a party will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within such party'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. The provisions of this Agreement shall apply to each theatre exhibitor, Location Provider, and Media Company, each as an intended third-party beneficiary, to the same beneficial extent as if such theatre exhibitor, Location Provider, and Media Company were NCM. 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. The Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one document. Each party agrees that electronic signatures of the parties, whether digital or encrypted, have the same force and effect as manual signatures. Counterpart signatures, whether digital or manual, may be delivered by fax, email or other electronic means.