



Sales Tax Exemption

Texas A&M University-Commerce is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M University-Commerce.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Jul 6, 2022	AB0727219	0
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.		
Buyer Contact:		
Buyer	Buyer Email	Buyer Phone Number
<i>no value</i>	<i>no value</i>	<i>no value</i>
Customer Contact:		
Name:	Terryl Bratek	
Email:	TERRYL.BRATEK@TAMUC.EDU	
Phone:	+1 903-886-5128	

Order acceptance instructions:

Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M University-Commerce's Purchasing Department prior to shipping.

Supplier Information		Delivery Information	
Supplier Name	OUTFRONT MEDIA INC	Delivery Address	
Address	185 HIGHWAY 46 FAIRFIELD, New Jersey 07004 United States	TAMUS Member:	21-Texas A&M University - Commerce (21)
Phone	+1 973-439-8611	Attn:	Terryl Bratek
FOB / FREIGHT	Destination	Marketing Communications	
Pre-Pay & Add	No	Room	Binnion Hall, Room 140
Payment Terms	0, Net 30	2600 S Neal St	
Contract Number - Header	<i>no value</i>	Commerce, TX 75428	
Contract Number - Line	<i>no value</i>	United States	
Quote number		Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Attachments for supplier

OUTFRONT Quote 6--...

Outfront Contract...

Outfront Addendum...

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	508	Changes must be Approved Prior	Any changes to this Contract without the undersigned Purchasing Agent's prior written approval is not authorized and at the expense of the Supplier.
	509	Cancellation due to Funding	This contract is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using Agency.
	522	Governance	Any agreement entered into by Texas A&M University-Commerce shall be governed by the laws of the State of Texas.
	525	Best Value Clause	Agency invokes "Best Value" purchase exemption under House Bill 1545.

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Terms & Conditions - This purchase shall be in accordance with the Texas A&M University-Commerce terms and conditions. To obtain, please go to the following address:
<http://www.tamuc.edu/facultyStaffServices/purchasing/references/forms/default.aspx>

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 8	02_7956O Central (75) S/O LBJ Freeway E/S F/S, 14'x48', 09/01/22-09/04/22, 4 days	N/A	EA	1,542.86 USD	1 EA	1,542.86 USD
	Manufacturer Name Outfront Media, Inc.					
2 of 8	02_7956O Central (75) S/O LBJ Freeway E/S F/S, 14'x48', 09/05/22-10/02/22, 1 - 4 week period	N/A	EA	10,800.00 USD	1 EA	10,800.00 USD
	Manufacturer Name Outfront Media, Inc.					
3 of 8	02_2026O Central (75) N/O Southwestern E/S F/S, 14'x48', 10/03/22-08/27/23, 11.75 - 4 week periods	N/A	EA	126,900.00 USD	1 EA	126,900.00 USD
	Manufacturer Name Outfront Media, Inc.					
4 of 8	02_2026O Central (75) N/O Southwestern E/S F/S, 14'x48', 08/28/23-08/31/23, 4 days	N/A	EA	1,542.86 USD	1 EA	1,542.86 USD
	Manufacturer Name Outfront Media, Inc.					
5 of 8	02_6162O Central (75) .2 Mi S/O Forest W/S F/S, 14'x48', 09/01/22-09/04/22, 4 days	N/A	EA	1,775.71 USD	1 EA	1,775.71 USD
	Manufacturer Name Outfront Media, Inc.					
6 of 8	02_6162O Central (75) .2 Mi S/O Forest W/S F/S, 14'x48', 09/05/22-08/27/23, 12.75 - 4 week periods	N/A	EA	156,697.50 USD	1 EA	156,697.50 USD
	Manufacturer Name Outfront Media, Inc.					
7 of 8	02_6162O Central (75) .2 Mi S/O Forest W/S F/S, 14'x48', 08/28/23-08/31/23, 4 days	N/A	EA	1,775.71 USD	1 EA	1,775.71 USD
	Manufacturer Name Outfront Media, Inc.					
8 of 8	Production Cost: 2 Vinyls (14'x48')	N/A	EA	1,530.00 USD	1 EA	1,530.00 USD
	Manufacturer Name Outfront Media, Inc.					
Total					302,564.64 USD	

Billing Information

To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamuc.edu.

Billing Address

Texas A&M University-Commerce
 Do Not Mail Invoices
 Email invoices to invoices@tamuc.edu
 PO Box 3011
 Commerce, TX 75429

Invoice must include the PO/Reference number shown above.

United States



TEXAS A&M UNIVERSITY-COMMERCE
Addendum to Vendor's Contract

Vendor Name

And Address:

OUTFRONT

("Vendor")

Date:

6/30/2022

Texas A&M University-Commerce ("A&M-Commerce") and the Vendor are this day entering into a contract and, for their mutual convenience, the parties are using the standard contract and/or purchase order form provided by the Vendor (referred to hereafter as the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form dated 6/30/22 and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referred to hereafter collectively as the "Agreement."

To the extent applicable, in accordance with Texas Education Code Section 51.9335(h), any provision required by applicable Texas law to be included in or deleted from the Agreement shall be deemed to be automatically incorporated into or deleted from (as the case may be) the Agreement by operation of law.

The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to A&M-Commerce. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by A&M-Commerce, because of its status as an agency of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against A&M-Commerce:

1. Requiring A&M-Commerce to maintain any type of insurance either for A&M-Commerce's benefit or for the Vendor's benefit.
2. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
3. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of the Purchase Order or this Addendum in the event of conflict.
4. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
5. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
6. Requiring any total or partial compensation or payment for lost profit or liquidated damages by A&M-Commerce if the Agreement is terminated before the end of the contract term.
7. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
8. Binding A&M-Commerce to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
9. Obligorating A&M-Commerce to pay costs of collection or attorneys' fees.
10. Requiring A&M-Commerce to provide warranties.
11. Obligorating A&M-Commerce to indemnify, defend or hold harmless any party.
12. Granting a security interest in A&M-Commerce's property or placing a lien on A&M-Commerce's property.

Miscellaneous Provisions:

Payment Terms: Payment will be made upon submittal and approval of a valid invoice. A&M-Commerce shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice. Vendor agrees that, to the extent Vendor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Vendor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Vendor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

Alternative Dispute Resolution: The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Vendor under the Agreement. If the Vendor's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Vendor shall submit written notice, as required by Chapter 2260, to the Vice President of Business Administration or his or her designee. The notice shall also be given to the individual identified in the Agreement for receipt of notices. Compliance by the Vendor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

Mandatory Venue: The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Hunt County, Texas. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.

Tax Exempt Status: As an agency of the State of Texas, A&M-Commerce is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.

Loss of Funding: Performance by A&M-Commerce under the Agreement may be dependent upon the appropriation and allotment of funds from federally funded programs and/or by the Texas State Legislature (the "Legislature"). In the event a curtailment of federally funded programs occurs, or in the event state appropriations are unavailable, then A&M-Commerce will issue written notice to the Vendor and A&M-Commerce may terminate the Agreement without further duty or obligation hereunder. The Vendor acknowledges that appropriation of funds is beyond the control of A&M-Commerce.

Non-Waiver: The Vendor expressly acknowledges A&M-Commerce is an agency of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by A&M-Commerce of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by TAMUC nor any other conduct, action, or inaction of any representative of A&M-Commerce relating to the Agreement constitutes or is intended to constitute a waiver of A&M-Commerce's or the State's sovereign immunity to suit.

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

Franchise Tax Certification: If the Vendor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then the Vendor certifies that it is not currently delinquent in the payment of any franchise taxes or that the Vendor is exempt from the payment of franchise taxes.

Public Information:

- A. Vendor acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- B. Upon A&M System's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- C. Vendor acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Vendor agrees that the agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Force Majeure: Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

Entire Agreement: This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

Savings Clause: If a court of competent jurisdiction finds any provision of this Addendum and the Vendor's Contract Form illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

Prohibited Use Of Appropriated Or Other Funds Under Control Of State Agency; Lobbying: The Vendor represents and warrants that ordering entities' payments to the Vendor and Vendor's receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Texas Government Code, Section 556.005 or Section 556.008.

Conflicts Of Interest: By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Prohibition On Contracts With Companies Boycotting Israel: To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, Vendor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Contractor Certification Regarding Business With Certain Countries And Organizations: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business

with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prohibition On Contracts Related To Persons Involved In Human Trafficking: Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Records Retention: Vendor will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

Not Eligible for Rehire: Vendor is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement.

Access to Agency Data

Pursuant to Section 2054.138, *Texas Government Code*, Vendor shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, [the security controls attached hereto as Exhibit ____, as may be amended from time to time] [the security controls available at _____, as may be amended from time to time] (the “Security Controls”), to safeguard and preserve the confidentiality, integrity, and availability of [MEMBER’s] data. [CONTRACTING PARTY] shall periodically provide TAMUC with evidence of its compliance with the Security Controls within thirty (30) days of TAMUC’s request.

Cloud Computing Services

As of the Effective Date, Vendor represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources (“RAMP”). Pursuant to Section 2054.0593, *Texas Government Code*, Vendor shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. Vendor shall provide TAMUC with evidence of its RAMP compliance and certification within thirty (30) days of TAMUC’s request and at least thirty (30) days prior to the start of any renewal term of this Agreement.


To the extent the language in this Addendum is in conflict with any language in the Vendor's Contract Form, the language in this Addendum will control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

For the Vendor:

By: OUTFRONT
Name: CJ Blue
Title: Sales Director
Date: 6/30/22

Texas A&M University – Commerce:

By: 
Name: Leilani A. Alquiza
Title: Contract Administrator
Date: 6/30/2022

ADVERTISER AGREEMENT

PAGE 1 OF 7

OUTFRONT/

OUTFRONTmedia
1201 Main St. Suite 1700
Dallas, TX 75202
972-243-1100
(972) 243-3906

CONTRACT NO.: **3489661**

DATE: 06/28/22

ADVERTISER: A&M Commerce at Dallas

BRAND:

CAMPAIGN:

CLIENT SUPPLIES PRODUCTION: Yes

ACCOUNT EXECUTIVE: Scott Clement (Y27)

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Advertiser Bill-To# 1146725

A&M-Commerce at Dallas
P.O. Box 3011
Commerce, TX 75429
903-886-5128
Attn: Michael Johnson

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient coverage Copy and posting instructions. See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.

Market	Media/Location(s)	Size	GRP/ IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Dallas, TX	Bulletins/General Coverage/Unit# 2_7956-O Central (75) S/O LBJ Frwy ES F/S	14'x48'		1	09/01/22-09/04/22	4.00	OT	\$1,542.86
Dallas, TX	Bulletins/General Coverage/Unit# 2_7956-O Central (75) S/O LBJ Frwy ES F/S	14'x48'		1	09/05/22-10/02/22	1.00	4W	\$10,800.00
Dallas, TX	Bulletins/General Coverage/Unit# 2_2026-O Central (75) N/O Southwestern E/S F/S	14'x48'		1	10/03/22-08/27/23	11.75	4W	\$10,800.00
Dallas, TX	Bulletins/General Coverage/Unit# 2_2026-O Central (75) N/O Southwestern E/S F/S	14'x48'		1	08/28/23-08/31/23	4.00	OT	\$1,542.86
Dallas, TX	Bulletins/General Coverage/Unit# 2_6162-O Central (75) .2 Mi S/O Forest W/S F/S	14'x48'		1	09/01/22-09/04/22	4.00	OT	\$1,775.71

Special Instructions:

Net Space Total: \$301,034.64
Net Non-Space Total: \$1,530.00
Net Agreement Total: \$302,564.64

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR ATTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE OR ELECTRONIC SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA

ADVERTISER/AGENCY


AUTHORIZED SIGNATURE - TITLE

BY _____ DATE _____

PLEASE PRINT Leilani A. Alquiza, Contract Administrator DATE 6/30/2022
NAME - TITLE

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid

ADVERTISER AGREEMENT

PAGE 2 OF 7



OUTFRONTmedia
1201 Main St. Suite 1700
Dallas, TX 75202
972-243-1100
(972) 243-3906

CONTRACT NO.: **3489661**

DATE: 06/28/22

ADVERTISER: A&M Commerce at Dallas

BRAND:

CAMPAIGN:

CLIENT SUPPLIES PRODUCTION: Yes

ACCOUNT EXECUTIVE: Scott Clement (Y27)

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A&M-Commerce at Dallas
P.O. Box 3011
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903-886-5128
Attn: Michael Johnson

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Market	Media/Location(s)	Size	GRP/ IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Dallas, TX	Bulletins/General Coverage/Unit# 2_6162-O Central (75) .2 Mi S/O Forest W/S F/S	14'x48'		1	09/05/22-08/27/23	12.75	4W	\$12,290.00
Dallas, TX	Bulletins/General Coverage/Unit# 2_6162-O Central (75) .2 Mi S/O Forest W/S F/S	14'x48'		1	08/28/23-08/31/23	4.00	OT	\$1,775.71

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* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid

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PAGE 3 OF 7

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Dallas, TX 75202
972-243-1100
(972) 243-3906

CONTRACT NO.: **3489661**

DATE: 06/28/22

ADVERTISER: A&M Commerce at Dallas

BRAND:

CAMPAIGN:

CLIENT SUPPLIES PRODUCTION: Yes

ACCOUNT EXECUTIVE: Scott Clement (Y27)

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Advertiser Bill-To# 1146725

A&M-Commerce at Dallas
P.O. Box 3011
Commerce, TX 75429
903-886-5128
Attn: Michael Johnson

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Market/Media	Specifications	#Units	Copy Size	Total Sq. Ft.	Date(s)	No. of Periods	*	Period Cost T=Tax Value B=Barter Value		Period Total
Dallas, TX Production Costs		2			09/01/22	1.00	OT	\$1,530.00		\$1,530.00

Ref. Space Contract#

Customer Ref#

Special Instructions:

Total Net Amount: \$1,530.00

Total Shipping Cost: \$0.00

Total Sales Tax: \$0.00

Net Non-Space Total: \$1,530.00

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR ATTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE OR ELECTRONIC SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM

PAGE 4 OF 7



Advertiser Bill-To# 1146725
A&M-Commerce at Dallas
P.O. Box 3011
Commerce, TX 75429
903-886-5128
Attn: Michael Johnson

CONTRACT NO.: **3489661**

DATE: 06/28/22

ADVERTISER: A&M Commerce at Dallas

ACCOUNT EXECUTIVE: Scott Clement (Y27)

BRAND:

CAMPAIGN:

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Market	Media/Location(s)	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Dallas, TX	Bulletins/General Coverage/Unit# 2_7956-O Central (75) S/O LBJ Frwy ES F/S	14'x48'	08/18/22	1	OUTFRONT Media 1100 Harrison Ave. Suite 120 Arlington, TX 76011 (972) 243-1100 Attn Outdoor Operations		
Dallas, TX	Bulletins/General Coverage/Unit# 2_7956-O Central (75) S/O LBJ Frwy ES F/S	14'x48'	08/22/22	1	OUTFRONT Media 1100 Harrison Ave. Suite 120 Arlington, TX 76011 (972) 243-1100 Attn Outdoor Operations		
Dallas, TX	Bulletins/General Coverage/Unit# 2_2026-O Central (75) N/O Southwestern E/S F/S	14'x48'	09/19/22	1	OUTFRONT Media 1100 Harrison Ave. Suite 120 Arlington, TX 76011 (972) 243-1100 Attn Outdoor Operations		
Dallas, TX	Bulletins/General Coverage/Unit# 2_2026-O Central (75) N/O Southwestern E/S F/S	14'x48'	08/14/23	1	OUTFRONT Media 1100 Harrison Ave. Suite 120 Arlington, TX 76011 (972) 243-1100 Attn Outdoor Operations		
Dallas, TX	Bulletins/General Coverage/Unit# 2_6162-O Central (75) .2 Mi S/O Forest W/S F/S	14'x48'	08/18/22	1	OUTFRONT Media 1100 Harrison Ave. Suite 120 Arlington, TX 76011 (972) 243-1100 Attn Outdoor Operations		

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM

PAGE 5 OF 7



CONTRACT NO.: **3489661**

DATE: 06/28/22

ADVERTISER: A&M Commerce at Dallas

ACCOUNT EXECUTIVE: Scott Clement (Y27)

BRAND:

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Advertiser Bill-To# 1146725
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1. Scope of the Contract. The "Contract" consists of these terms and conditions, the facing page, the Production Information Addendum, any attached addenda applicable to other products and services (such as mobile advertising or attribution services), if any, and Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"), which are incorporated by reference herein. If an advertising agency or other agent or licensee of Advertiser ("Agency") is entering into this Contract on Advertiser's behalf, Agency represents that it has the authority to act and is acting as agent for Advertiser.
2. Delivery of Copy. At least ten working days before the estimated start date (unless otherwise agreed in writing by Company or set forth in the Inventory Specifications), Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company sufficient supply of advertising copy ("Copy"), in the form and type specified by Company, with all necessary overage supply and posting instructions. If Copy is not timely and properly received in accordance with the Contract, a loss of service may occur and additional costs may be charged by Company, although commercially reasonable efforts will be used to post late Copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of Company's receipt of late Copy, a fee of not less than \$650 per location will be payable. Company may use the location(s) in any manner prior to posting the late received Copy without limiting Advertiser's liability to pay for such location(s).
3. Copy Approval and Responsibility for Content. The character, design, text and illustrations on Copy and the material used are subject to approval by Company and by the location owner, transit company/authority or third party controlling the location ("Owner"). Nudity, pornographic, profane or obscene Copy is prohibited. If Copy is rejected, Advertiser shall provide acceptable replacement Copy within ten days of notification of rejection. If Advertiser fails to provide acceptable replacement Copy within such ten-day period, Company shall have the right to use the location(s) involved in any manner, without releasing Advertiser from its obligation to pay for such location(s). If after installation or posting, the Owner of a display disapproves any advertisement or if Company determines that adverse publicity, reputational harm or liability to Company or third parties has or is likely to result from any display, Company shall have the right to remove the advertisement and, at its option, either terminate this Contract or request new acceptable Copy in accordance with this paragraph. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities (including reasonable attorneys' fees and expenses) arising out of the advertising material displayed under this Contract, including, but not limited to, any claim for defamation, fraud, misrepresentation, any claim for infringement of any copyright, trademark, or other intellectual property right, or any claim for violation of any right of privacy, common law right or any other right of any person or entity.
4. Publicity for Certain Copy. If the Copy concerns a political, religious or social issue, Advertiser (including Agency) shall not make any press release or other public announcement or media outreach regarding this Contract or the related Copy that refers to Company without Company's express prior written consent (which consent may be granted or denied in Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.
5. Inspection of Displays. Advertiser shall inspect each display within three days after installation or posting. Unless Advertiser gives written notice to Company specifying any defect within such three-day period, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including the content and location of displays.
6. Maintenance and Damage. Company will use commercially reasonable efforts to maintain static displays in good condition to the extent of matters reasonably within Company's control. Should Advertiser's static Copy be lost, stolen, damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, Advertiser shall furnish replacement Copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement Copy, Company may use the location in any manner, without releasing Advertiser from its obligation to pay for such location. Any repainting or reposting requested by Advertiser in addition to that specified herein shall be paid by Advertiser in advance per Company's current quoted prices.
7. Inability to Post Copy. If for any reason whatsoever (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) Company posts fewer locations or less Copy than specified, or (iii) any location becomes obstructed, destroyed or defaced, or (iv) Company fails to display digital Copy in accordance with the minimum display standard for digital displays as set forth in the Inventory Specifications, or (v) Company fails to deliver the minimum number of guaranteed impressions in accordance with the Inventory Specifications (where Company has provided an impression guarantee), or (vi) Company otherwise fails to meet its obligations hereunder, such failure shall not be deemed a breach or termination of this Contract and shall not render Company liable for any damages or offsets of any kind other than as set forth in this paragraph. As Advertiser's sole remedy and Company's sole obligation for any such failure (except where a more specific remedy is expressly provided for in this Contract), Company shall, at its sole option, either (A) extend the Advertising Period and/or post additional Copy to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value (per Company's prices and/or classifications), (B) provide a pro-rated credit for advertising services equivalent to the amounts paid for services not rendered, or (C) terminate the Contract in whole or in part and receive payment in full for services rendered through the termination date, with all other remedies at law or equity being expressly waived by Advertiser.
8. Illumination of Static Displays. Where illuminated static displays are provided, illumination will be from dusk to midnight unless otherwise specified by Company for a specific display. If illumination is halted or reduced for any reason, including, but not limited to, compliance with law or malfunction of equipment, and such period of halted or reduced illumination continues for more than five days after Company's receipt of notice from Advertiser, as Advertiser's sole remedy for such illumination failure, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of 15% of the contract price for the impacted period.
9. Invoicing and Payment. Invoicing will be rendered monthly in advance dating from the commencement date of the first Advertising Period. Where the facing page of this Contract specifies delivery by impressions and Company approves payment in arrears, invoicing will be rendered monthly as of the last business day of each month during the Advertising Period and following the end of the Advertising Period based on the number of impressions delivered during the prior monthly period or part thereof. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within 15 days of the invoice date. Non-receipt of invoices or lack of invoicing shall not impact Advertiser's liability hereunder. All rates and adjustments are computed on the basis of 30 days to the month, unless

a different period is specified on the facing page of this Contract. Invoices shall be due 30 days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of 1.5% per month (18% annually), or such lesser rate permitted by law. Additionally, any discounts given shall be forfeited/reversed for invoices not paid within 60 days from the date thereof. Notwithstanding the foregoing, in the event that Company accepts payment by ACH or credit card, Company shall have the right, at Company's option, to either (i) require Advertiser to pay all amounts due or coming due under the Contract on the date of the ACH or credit card payment or (ii) require Advertiser to set up recurring payments whereby Advertiser's ACH or credit card is charged on each invoice date for the full invoice amount.

10. Credit Approval. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term withdraw credit, and Company may thereupon require partial or full payment of the remaining contract amount in advance.

11. Advertiser Default. In the event of default or material breach by Advertiser, in addition to other remedies available at law, Company may: (i) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (ii) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (iii) remove all of Advertiser's Copy without limiting Advertiser's liability hereunder; and/or (iv) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company.

12. Unused Copy. Company shall not be held responsible for unused posters, displays or other Copy provided by Advertiser and Company may dispose of any such materials in its discretion. Company may promote Company's own business through the use of Advertiser's Copy or displays in any manner whatsoever.

13. General. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligations of either party hereto. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. All parties comprising Advertiser hereunder, including Agency, shall be jointly and severally liable under this Contract. This Contract and all related claims shall be construed according to the laws of the State of New York and New York County, New York shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action. Company is an Equal Opportunity Employer.

14. Counterpart Signatures. This Contract may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Contract, facsimile or electronic signatures shall be considered original signatures.

End of Terms and Conditions