

ADVERTISER AGREEMENT

PAGE 1 OF 9

OUTFRONT/

OUTFRONT Media
5678 East Shields
Fresno, CA 93727-9984
(559) 292-8300
(559) 292-8434

CONTRACT NO.: **3419120**

DATE: 06/22/22

ADVERTISER: Sonoma County District Attorney

BRAND:

CAMPAIGN:

CLIENT SUPPLIES PRODUCTION: Yes

ACCOUNT EXECUTIVE: Stephanie DeLong (N18)

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# 1152271

Sonoma County District
Attorney's Office
600 Administration Dr.
Rm 212 "J"
Santa Rosa, CA 95403
707-890-0493
Attn: Scott Jamar

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 overage 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
SF Bay Area - Outdoor	Bulletins/Unit# 102A-O Hwy 101 1000 ft N/O Gravenstein Hwy W/S F/N	12'x48'		1	08/15/22-10/09/22	2.00	4W	\$5,500.00
SF Bay Area - Outdoor	Bulletins/Unit# 137A-O Hwy 101 & Santa Rosa Ave Offramp E/S F/S	15'x40'		1	08/15/22-10/09/22	2.00	4W	\$5,500.00
SF Bay Area - Outdoor	Bulletins/Unit# 19190A-O Hwy 101 1400 ft S/O Corona Rd. Ovp. W/S F/SE	12'x24'		1	09/19/22-11/13/22	2.00	4W	\$4,500.00
SF Bay Area - Outdoor	Bulletins/Unit# 65908B-O Hwy 101 1800 ft S/O Rohnert Park Expwy W/S F/S	14'x48'		1	08/15/22-10/09/22	2.00	4W	\$6,500.00
SF Napa/SR/Petaluma Posters	Posters/Unit# O0114A-1 Santa Rosa Ave. 300 ft N/O Todd Rd. W/S F/S	10'5"x22'8"		1	08/15/22-10/09/22	2.00	4W	\$1,200.00

Special Instructions:

Mobile geofencing 1 mile around all high schools in Sonoma County, Sonoma State University and Santa Rosa Jr College. This campaign will run for 8 weeks with 1,330,000 mobile impressions.
Creative will be a mix of Spanish and English designs to target both demographics.

Net Space Total: \$66,400.00
Net Non-Space Total: \$2,770.00
Net Agreement Total: \$69,170.00

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.

ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA

ADVERTISER/AGENCY

AUTHORIZED SIGNATURE - TITLE

BY _____ DATE _____

PLEASE PRINT _____ DATE _____

NAME - TITLE

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

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OUTFRONT Media
5678 East Shields
Fresno, CA 93727-9984
(559) 292-8300
(559) 292-8434

CONTRACT NO.: **3419120**

DATE: 06/22/22

ADVERTISER: Sonoma County District Attorney

BRAND:

CAMPAIGN:

CLIENT SUPPLIES PRODUCTION: Yes

ACCOUNT EXECUTIVE: Stephanie DeLong (N18)

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Advertiser Bill-To# 1152271

Sonoma County District
Attorney's Office
600 Administration Dr.
Rm 212 "J"
Santa Rosa, CA 95403
707-890-0493
Attn: Scott Jamar

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Market	Media/Location(s)	Size	GRP/ IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
SF Napa/SR/Petaluma Posters	Posters/Unit# 017944-1 Old Redwood Hwy & Railroad Ave NE/S F/N	10'5"x22'8"		1	08/15/22-10/09/22	2.00	4W	\$1,200.00
SF Napa/SR/Petaluma Posters	Posters/Unit# 023132-1 Bodega Ave. .40 mi W/O Lohrman S/S F/N	10'5"x22'8"		1	08/15/22-10/09/22	2.00	4W	\$1,200.00
SF Napa/SR/Petaluma Posters	Posters/Unit# 1215-2 I-80 200.00 ft N/O Louisiana F/NE	10'5"x22'8"		1	08/15/22-10/09/22	2.00	4W	\$1,200.00
SF Napa/SR/Petaluma Posters	Posters/Unit# 23057B-2 Gravenstein Hwy 1530 ft E/O Cooper S/S F/E	10'5"x22'8"		1	08/01/22-09/25/22	2.00	4W	\$1,200.00
Fresno, CA	Mobile Ads		PACKAGE	1	08/15/22-10/09/22	2.00	4W	\$5,200.00

Special Instructions:

Mobile geofencing 1 mile around all high schools in Sonoma County, Sonoma State University and Santa Rosa Jr College. This campaign will run for 8 weeks with 1,330,000 mobile impressions.
Creative will be a mix of Spanish and English designs to target both demographics.

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5678 East Shields
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(559) 292-8300
(559) 292-8434

CONTRACT NO.: **3419120**

DATE: 06/22/22

ADVERTISER: Sonoma County District Attorney

BRAND:

CAMPAIGN:

CLIENT SUPPLIES PRODUCTION: Yes

ACCOUNT EXECUTIVE: Stephanie DeLong (N18)

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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
SF Bay Area - Posters Production Costs		5			08/15/22	1.00	OT	\$625.00		\$625.00
SF Bay Area - Outdoor Production Costs		4			08/15/22	1.00	OT	\$2,145.00		\$2,145.00

Ref. Space Contract#

Customer Ref#

Special Instructions:

Mobile geofencing 1 mile around all high schools in Sonoma County, Sonoma State University and Santa Rosa Jr College. This campaign will run for 8 weeks with 1,330,000 mobile impressions.
Creative will be a mix of Spanish and English designs to target both demographics.

Total Net Amount: \$2,770.00

Total Shipping Cost: \$0.00

Total Sales Tax: \$0.00

Net Non-Space Total: \$2,770.00

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ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM

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OUTFRONT/

CONTRACT NO.: **3419120**

DATE: 06/22/22

ADVERTISER: Sonoma County District Attorney

ACCOUNT EXECUTIVE: Stephanie DeLong (N18)

BRAND:

CAMPAIGN:

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Santa Rosa, CA 95403
707-890-0493
Attn: Scott Jamar

Market	Media/Location(s)	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
SF Bay Area - Outdoor	Bulletins/Unit# 102A-O Hwy 101 1000 ft N/O Gravenstein Hwy W/S F/N	12'x48'	08/01/22	1	OUTFRONT Media c/o North Coast Sign 4950 Clark Dr. Kelseyville, CA 95451 (707) 407-5206 Attn Outdoor Operations	S. Trammell	
SF Bay Area - Outdoor	Bulletins/Unit# 137A-O Hwy 101 & Santa Rosa Ave Offramp E/S F/S	15'x40'	08/01/22	1	OUTFRONT Media 1695 Eastshore Hwy Berkeley, CA 94710 (510) 527-3350 Attn Outdoor Operations	S. Trammell	
SF Bay Area - Outdoor	Bulletins/Unit# 19190A-O Hwy 101 1400 ft S/O Corona Rd. Ovp. W/S F/SE	12'x24'	09/05/22	1	OUTFRONT Media 1695 Eastshore Hwy Berkeley, CA 94710 (510) 527-3350 Attn Outdoor Operations	S. Trammell	
SF Bay Area - Outdoor	Bulletins/Unit# 65908B-O Hwy 101 1800 ft S/O Rohnert Park Expwy W/S F/S	14'x48'	08/01/22	1	OUTFRONT Media 1695 Eastshore Hwy Berkeley, CA 94710 (510) 527-3350 Attn Outdoor Operations	S. Trammell	
SF Napa/SR/Petaluma Post	Posters/Unit# O0114A-1 Santa Rosa Ave. 300 ft N/O Todd Rd. W/S F/S	10'5"x22'8"	08/01/22	1	OUTFRONT Media 1695 Eastshore Hwy Berkeley, CA 94710 (510) 527-3350 Attn Outdoor Operations	S. Trammell	

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM

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OUTFRONT/

CONTRACT NO.: **3419120**

DATE: 06/22/22

ADVERTISER: Sonoma County District Attorney

ACCOUNT EXECUTIVE: Stephanie DeLong (N18)

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SF Napa/SR/Petaluma Post	Posters/Unit# O23132-1 Bodega Ave. .40 mi W/O Lohrman S/S F/N	10'5"x22'8"	08/01/22	1	OUTFRONT Media 1695 Eastshore Hwy Berkeley,CA 94710 (510) 527-3350 Attn Outdoor Operations	S. Trammell	
SF Napa/SR/Petaluma Post	Posters/Unit# 1215-2 I-80 200.00 ft N/O Louisiana F/NE	10'5"x22'8"	08/01/22	1	OUTFRONT Media 1695 Eastshore Hwy Berkeley,CA 94710 (510) 527-3350 Attn Outdoor Operations	S. Trammell	
SF Napa/SR/Petaluma Post	Posters/Unit# 23057B-2 Gravenstein Hwy 1530 ft E/O Cooper S/S F/E	10'5"x22'8"	07/18/22	1	OUTFRONT Media 1695 Eastshore Hwy Berkeley,CA 94710 (510) 527-3350 Attn Outdoor Operations	S. Trammell	
Fresno, CA	Mobile Ads		08/01/22	1			

OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE

With Sonoma County District Attorney's Office (Contract # _____)

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, to the extent permitted by law, 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. Advertiser represents and warrants that all advertising materials and content supplied by Advertiser to Company and Owner for display under this Contract (i) are owned or duly licensed by Advertiser and do not infringe or misappropriate the rights of any other person or entity, (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which Advertiser may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party.
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.

15. **Indemnification.** Company agrees to indemnify, hold harmless, and release Advertiser, its officers, agents, and employees, from and against all damage to persons or property resulting from the negligent or willful acts of Company in the installation, servicing and removal of the Advertiser's advertising copy on the locations set forth in this Contract. Consultant's obligations under this paragraph apply whether or not there is concurrent or contributory negligence on Advertiser's part, but to the extent required by law, excluding liability due to Advertiser's conduct. This indemnification obligation is not limited in any way by any limitation on the amount of damages or compensation payable to or for Company or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Acknowledged and Agreed to by:

Advertiser: _____ Company: _____

MOBILE RIDER TO OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE

With Sonoma County District Attorney ("Advertiser") (Contract # _____)

This Mobile Rider ("Mobile Rider") governs the purchase by Advertiser and provision by OUTFRONT Media ("Company") of Mobile Advertising (as defined herein). This Mobile Rider supplements and where applicable amends the OUTFRONT Media Terms and Conditions of Advertising Service attached to the Advertising Agreement entered into by Advertiser and Company and, if applicable, any other agreement entered into and/or terms and conditions agreed to by Advertiser and Company with respect to advertising service (as applicable, the "Terms and Conditions"). As used in this herein, Company shall mean OUTFRONT Media and Advertiser shall mean and be deemed to include the advertiser identified in the applicable Terms and Conditions, in addition to such advertiser, any advertising agency or any other agent or licensee of such advertiser.

WHEREAS, Advertiser desires to purchase, and Company desires to provide location-based mobile advertising placement services utilizing the mobile advertising platform(s) owned and operated by Company or by third party service provider xAd ("xAd"), through which digital mobile advertisements ("Ads" or "advertisements") are distributed through mobile applications (the "Mobile Network") (such services, "Mobile Advertising");

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby recognized, the parties agree as follows:

1. At least ten (10) working days before the estimated start date of a Mobile Advertising campaign, Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company, a campaign request including (i) complete and sufficient digital mobile advertising copy for applicable Ads, in form and type specified by Company ("Copy") and (ii) parameters for the display of Ads in the Mobile Network, in form and type specified by Company (collectively, the "Campaign Request"), each of which shall be subject to Company's review and approval. If Copy and/or appropriate parameters are not so received, the Mobile Advertising campaign may not begin on the estimated start date set forth in the Campaign Request and additional costs may be charged by Company in connection with the eventual display of the Ads, although commercially reasonable efforts will be used to deliver approved Ads as promptly as practicable after receipt from Advertiser. Nudity, pornographic, profane or obscene copy shall not be permitted. The character, design, text and illustrations on advertising Copy and the material used, as well as the parameters for the display of Ads, shall be subject to approval by Company and by xAd and, where applicable, xAd's mobile application partners. If Copy or any parameters are rejected, Advertiser shall continue to be liable for the full term of this Contract, including all impressions requested in the Campaign Request, and Advertiser shall be responsible for providing an acceptable replacement Copy or parameters, as applicable, within two (2) days of notification that previous Copy or parameters were rejected or as otherwise specified by Company. If replacement Copy or parameters are received after the date specified by Company or otherwise not received, Company shall be entitled to full payment for the contract period even if partial or no display results. Company shall ensure the initial display of the approved Copy within a forty-eight (48) hour time period after final approval of such Copy and corresponding parameters, excluding weekends and holidays, provided that in the event that Copy and corresponding parameters are approved more than forty-eight (48) hours, excluding weekends and holidays, before the requested start date of the Mobile Advertising campaign set forth in the Campaign Request, Company shall ensure the initial display of the approved Copy on such requested start date. Unless

otherwise specified on the face of the Advertising Agreement, (i) in the event that the advertising period is more than thirty (30) days, Advertiser shall be permitted to request a change in Copy after the initial thirty (30) days and once after every thirty (30) day period thereafter, provided that the parameters set forth in the Campaign Request will not be altered and the display of such Copy is subject to the requirements set forth in Section 1, including, without limitation, the obligation to furnish and deliver Copy at least ten (10) working days before the anticipated date of the display of the new Copy; and (ii) all other changes in Copy will be subject to the approval of Company and there will be a service charge for any approved additional changes in Copy.

2. Company is not and shall not be responsible for any aspect of Advertiser's or third-party website(s) or application(s), or for any other content with which the Ads may be associated. Advertiser shall indemnify, to the extent permitted by law, defend and save harmless Company and xAd against all claims and liabilities arising out of the Ads (including products and services referenced therein) displayed under this Contract and any materials associated therewith, including but not limited to any claim for defamation, or infringement of any copyright, trademark, or other intellectual property or privacy right and any claim related to the website(s) to which any Ads or related content link and all emails, newsletters, and other items and technology in connection therewith, and reasonable attorneys' fees and expenses incurred in defending any such claims. Advertiser represents and warrants that all advertising materials and content supplied by Advertiser to Company and xAd for display under this Contract (i) are owned or duly licensed by Advertiser and do not infringe or misappropriate the rights of any other person or entity, (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which Advertiser may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright,

trademark or other intellectual property or privacy right of any third party.

3. Advertiser acknowledges and agrees that there is limited advertising space in the format of mobile marketing in which the Ads will be displayed and that Company and/or xAd may make reasonable modifications to the format of any approved Copy, including conversions reasonably deemed necessary to display the Ads on the Mobile Network.

4. Company does not guarantee the end user activity or engagement that any Ads will receive, including, without limitation, the click through rate (CTR) or secondary action rate (SAR). Company cannot control how clicks are generated on any Ad and Company will not be responsible for click fraud, technological issues or other potentially invalid click activity. The distribution of Ads may be subject to inventory availability and Company does not guarantee that any Ad(s) will be placed in, or available through, any specific mobile application within the Mobile Network, nor does Company guarantee that any Ad(s) will appear in a particular position within a mobile application. Company does not make any representations, warranties or guarantees regarding the mobile applications within the Mobile Network, or any content displayed or contained therein, and hereby disclaims any and all liability for the foregoing. If for any reason whatsoever during the term hereof (i) Ads cannot be distributed to any part of the Mobile Network or (ii) any mobile application within the Mobile Network cannot, for whatever reason, display Ads to end users, or (iii) Company fails to timely meet its requirement to deliver the requested number of impressions during the Advertising Period, any resulting loss of advertising shall not be deemed a breach or termination of this Contract. Company's measurements in connection with performance of an applicable Ad delivered in the Mobile Network, including the calculated number of impressions delivered, are the definitive measurements. Any failure to deliver the impressions requested in the applicable Campaign Request shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by extending the Advertising Period of this Contract to provide any requested impressions not provided during the Advertising Period, or at Company's option, result in a pro-rated credit proportional to any impressions required by the Campaign Request but not delivered, with all other remedies at law or equity being expressly waived by Advertiser. Notwithstanding anything contained herein to the contrary, if the ability to provide Mobile Advertising services through xAd is lost for any reason whatsoever, Company shall also have the option to terminate this Contract and receive payment in full for Mobile Advertising through the termination date.

5. If after initial approval of Copy, Company or xAd, on its own or on behalf of any of its mobile application partners, disapproves any Ad, or if adverse publicity results from any delivery or display of any Ad, Company shall have the right to remove and/or cease delivering the Ad for display on the Mobile Network or any component thereof, and, at its option, either terminate this Contract or request a new acceptable advertisement copy pursuant to paragraph 2 above.

6. Notwithstanding anything to the contrary herein, all data and information gathered or received by Company and/or xAd in connection with providing Mobile Advertising may be freely

used by Company and xAd. Company shall use commercially reasonable efforts to provide Advertiser with a summary of available performance metrics for Ads delivered and displayed under this Agreement on a weekly basis. If for any reason whatsoever during the term hereof (i) performance data is unavailable, in whole or in part; (ii) Outfront does not have the right to provide performance data to Advertiser; or (iii) there is a delay in the provision of performance data to Advertiser, the foregoing shall not be deemed a breach or termination of this Contract, shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by the provision of performance data when and if and to the extent made available to Company for delivery to Advertiser, with all other remedies at law or equity being expressly waived by Advertiser. Company may, at its discretion, provide Advertiser with additional data regarding the delivery of the Ads and/or the audience for the Ads as delivered and displayed under this Agreement. Advertiser shall use all performance data and any other data provided by Company in accordance with any additional terms concurrently provided to Advertiser and in compliance with all applicable laws, rules and regulations and generally accepted industry standards and/or guidelines relating to the use of such data as contemplated herein. All data provided by Company is provided on an "AS-IS" basis and Company is not and shall not be responsible for Advertiser's use of such data. Advertiser represents that Advertiser will not use performance and other data provided by Company under this Agreement. Advertiser will be responsible for its use of performance and other data.

7. Advertiser acknowledges and agrees that all claims by Advertiser related to the Mobile Advertising services provided hereunder shall be directed at Company and that Company does not make, and Advertiser hereby disclaims, any representations, warranties and liabilities on behalf of xAd. Company shall not be held responsible for retention of Copy, including digital files or data, provided by Advertiser and Company may dispose of any such materials. Company may promote Company's own business through the use of Advertiser's approved Copy and corresponding parameters in any manner whatsoever.

8. Capitalized terms used in this Rider and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions. This Rider is made as an addition to and not in derogation of the Contract and the Terms and Conditions thereof and shall be read to the greatest extent possible as consistent therewith. In the event of any inconsistency between the terms of this Rider and the terms set forth in the Terms and Conditions, the terms of this Rider shall control. The provision of Mobile Advertising, including Company's acceptance of Advertiser's order therefor, is expressly limited to, and made expressly conditional on, Advertiser's acceptance of this Mobile Rider. Company objects to any different or additional terms.