

**FIRST AMENDMENT TO  
AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this  
\_\_\_\_ day of \_\_\_\_\_, 2019, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**RENTRAK CORPORATION**  
(hereinafter referred to as "VENDOR"),  
having its principal place of business at  
7700 Northeast Ambassador Place, Portland, Oregon 97220

**WHEREAS**, SBBC and VENDOR entered into an Agreement dated December 20, 2016 (hereafter "Agreement"); and

**WHEREAS**, the Agreement is for SBBC to subscribe to VENDOR's Station View Essentials reporting system, a product in VENDOR's Essentials Business Intelligence Suite, which provides location television stations with a transactional tracking and reporting system for television programming and advertising; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement on through this First Amendment to Agreement (hereafter "Amendment").

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** The term of the Agreement is hereby extended from July 1, 2019 through June 30, 2020, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this First Amendment at the rate of Thirty-Five Thousand Dollars and 00/100 Cents per year due net thirty (30) days from the renewal date or issuance of a proper and correct invoice in a single, lump sum.

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; **then**
- b) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

RENTRAK CORPORATION

ATTEST:

By   
Greg Fink, Director

\_\_\_\_\_  
, Secretary

-or-

  
Witness

Monica h. Alston  
Witness

STATE OF Virginia

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 17 day of April, 2019 by Greg Fink of

Name of Person

Comscore, Inc. on behalf of the corporation/agency. He/She is personally known to me or produced Passport as identification and did/did not first take an oath. Passport Type of Identification

My Commission Expires: 7/31/2021

  
Signature – Notary Public

Janet E. Eylerly Overvold  
Printed Name of Notary

7581090  
Notary's Commission No.

(SEAL)

