

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2020, 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 on December 21, 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, on May 7, 2019 the parties executed a First Amendment to exercise the first renewal option extending the original Agreement through June 30, 2020; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Second Amendment to Agreement (hereafter "Second 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 are 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, 2020 through June 30, 2021, unless terminated earlier pursuant to Section 3.05.

1.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Second Amendment a lump sum payment of Thirty-Five Thousand Dollars and 00/100 Cents (\$35,000) per year due thirty (30) days after issuance of a proper invoice.

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 will take precedence in this order:

- a) Second Amendment to Agreement; then
- b) First Amendment to Agreement; then
- c) 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 Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment 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 Second Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second 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 _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Maya A. Moore
Reason: Second Amendment_
Rentrak Corporation
Date: 2020.02.10 14:38:15 -05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

RENTRAK CORPORATION

ATTEST:

By 
Gregory Fink

Title: Chief Financial Officer

, Secretary

-or-


Witness


Witness

STATE OF Virginia

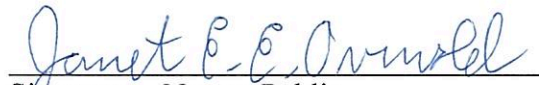
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 11th day of February, 2020 by Greg Fink of

Name of Person

Comscore, Inc on behalf of the corporation/agency. He/She is personally known to me or produced driver's license as identification and did/did not first take an oath. 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)

