

# AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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

**REALCAST CORPORATION**

(hereinafter referred to as "RCC"),

whose principal place of business is

10800 Biscayne Boulevard #510, Miami, Florida 33161

SBBC and RCC are referred to collectively herein as the "Parties."

**WHEREAS**, the Parties hereto desire to enter into a contractual agreement providing for external video storage and streaming services to SBBC; and

**WHEREAS**, SBBC desires to use these services for the Program Development and Alignment (Broward Virtual University) and Broward Education Communications Network (BECON) for Distance Learning and regular programming to store Flash and customized video files which students and instructors can access for their lesson plans; and

**WHEREAS**, Section 6A-1.012(10), Florida Administrative Code, permits district school boards to acquire information technology resources through direct negotiation and contract with a vendor or supplier or through the bid process, as best fits the needs of the school district as determined by The School Board; and

**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:

## ARTICLE 1 - RECITALS

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

## ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement**. The initial term of this Agreement shall commence on the **effective date (date approved by the School Board) and shall end on June 30, 2011** unless sooner extended or terminated pursuant to Section 3.04 of this Agreement. This Agreement can be extended by mutual Agreement for a maximum of two (2) one (1) year periods. This Agreement can be renewed unless either party notifies the other, at least sixty (60) days prior to the end of the effective date or then current Renewal Term, as the case may be, of the notifying party's election not to renew this Agreement, whereupon this Agreement shall terminate on the last day of the effective date or then current Renewal Term, as the case may be.

## ARTICLE 2 – SPECIAL CONDITIONS

2.02 Use of SymposiumLIVE™ (Software) RCC will allow SBBC to access and use the SymposiumLIVE™ (formerly known as RAVES) upload tool to manage, upload, list or delete videos. Videos will be hosted and steamed through the Realcast worldwide content delivery network. System users will be allowed to access achieved videos through SymposiumLIVE™ (formerly known as RAVES) upload interface. Archived video streaming at High/Low bandwidth(s) in Windows Media Player, Real Player, QuickTime or Flash formats.

2.03 Network Availability and Operations. RCC shall provide, maintain and operate on a twenty-four hour per day, seven days per week, 365 days per year basis, RealCast's geographically distributed network of proprietary web servers (the "RealCast Network"), all network software and peripherals, and all Internet connectivity, as necessary to perform the Services in accordance with this Agreement.

2.04 Access To RealCast Network. Subject to all other provisions hereof and the attachments hereto, RealCast shall deliver to SBBC two copies of the Software called SymposiumLIVE™ (formerly known as RAVES) or as revised or updated during the term of the contract, to Program Development and Alignment and BECON together with all necessary documentation for SBBC to access the RealCast Network and utilize the Services, for (36) months commencing upon the effective date (as defined in the Agreement per Section 2.01).

2.05 Network Security. RCC shall keep in place network security as reasonably necessary to monitor and protect against unauthorized access to SBBC's Content while on or within the RealCast Network. SBBC acknowledges, however, that the portion of the RealCast Network through which SBBC's Content will pass and the web servers on which SBBC's Content will be stored will not be segregated or in a separate physical location from web servers on which RCC's other customers' content is or will be transmitted or stored.

2.06 Additional Services. RCC shall provide SBBC with such installation, support, training, and additional services as may be reasonably required or reasonably requested by SBBC from time to time during the terms and conditions of this agreement agreed to by both Parties.

2.07 SBBC Content; Acceptable Use Guidelines. SBBC is and shall be solely responsible for the creation, renewal, updating, deletion, editorial content, control and all other aspects of any files, software, scripts, multimedia images, graphics, audio, video, text, data or other objects originating or transmitted from any web site owned or operated by SBBC and routed to, passed through and/or stored on or within the RealCast Network or otherwise transmitted or routed using the Services ("SBBC Content"). SBBC agrees to comply with any "Acceptable Use Guidelines" or other restrictions that may be adopted and made available to SBBC by RCC from time to time during the term of this agreement.

2.08 Maintain SBBC Web Site(s). SBBC shall be solely responsible for maintaining the availability of its web site(s), the connectivity of its web site(s) to the Internet, and all SBBC Content, IP addresses, domain names, hyperlinks, databases, applications and other resources as necessary for SBBC to operate and maintain its web site(s) to meet SBBC's business purposes and objectives.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.09 **License of RealCast Software.** During the Initial Term and thereafter, as may be applicable, RealCast grants SBBC a limited, nontransferable and nonexclusive license to use, during the Term, the SymposiumLIVE™ software (formerly known as RAVES) (collectively, the "Software"), together with all related documentation (the "Documentation").

2.10 **License of RealCast Software (Continued).** SBBC shall not, for itself, any affiliate of SBBC or any third party: sell, license, assign, or transfer the Software or any Documentation; decompile, disassemble, or reverse engineer the Software; copy the Software or any Documentation, except that SBBC may make one copy of the Software for backup purposes only for Program Development and Alignment and BECON (provided SBBC reproduces on such copy all proprietary notices of RealCast or its suppliers); or remove from the Software or any Documentation any language or designation indicating the confidential nature thereof or the proprietary rights of RCC.

2.11 **Additional Customer Restrictions.** SBBC shall not: (a) alter or duplicate any aspect of the Software or Documentation, except as expressly permitted under this Agreement; (b) assign, transfer, distribute, or otherwise provide access to the Software or Services to any third party; (c) provide access to the Software to any third party or use the Software in connection with any third party content; or (d) export, re-export or permit any third party to export or re-export the Software or Documentation outside of the territorial limits of the country in which it was originally delivered without appropriate licenses and clearances.

2.12 **Customer Content; Limited License to Use.** As between SBBC and RCC, SBBC shall own all right, title and interest in and to any SBBC Content. During the term of this Agreement, SBBC grants to RCC a limited non-exclusive license to use the SBBC Content solely for all reasonable and necessary purposes required or contemplated by this Agreement and for RCC to perform the Services as contemplated hereunder. RCC shall not assign, transfer, sell, license, sublicense or grant any or its rights to SBBC Content to any other person or entity. RCC acknowledges that the SBBC Content constitutes proprietary information and/or trade secrets of SBBC or its providers and that SBBC Content is or may be protected by U.S. copyright, trade secret and similar laws and certain international treaty provisions. This Agreement does not transfer or convey to RCC or any third party any right, title or interest in or to SBBC Content or any associated intellectual property rights, but only a limited right of use revocable in accordance with the terms of this Agreement.

2.13 **Software, Documentation and Services.** As between SBBC and RCC, RCC shall own all right, title and interest in and to the Software, Documentation and Services. SBBC acknowledges that the Software, Documentation and Services constitute proprietary information and trade secrets which are the sole and exclusive property of RCC or its licensors and that the Software and Documentation are protected by U.S. copyright, trade secret and similar laws and certain international treaty provisions. This Agreement does not transfer or convey to SBBC or any third party any right, title or interest in or to the Software, Documentation or Services or any associated intellectual property rights, but only a limited right of use revocable in accordance with the terms of this Agreement.

### 2.14 **Indemnification.**

A. **By SBBC:** SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

## ARTICLE 2 – SPECIAL CONDITIONS

### 2.14 Indemnification (Continued).

B. By RCC: RCC agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by RCC, its agents, servants or employees; the equipment of RCC, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of RCC or the negligence of RCC's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by RCC, SBBC or otherwise.

### 2.15 SBBC Photo Identification Badge.

**Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

**SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**

**Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, show his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract awardee. Effective immediately, the total fee for the SBBC photo identification badge, fingerprinting and a FBI background check is currently \$80.00. The Money Order is to be made payable to "PrideRock Holding Company". **Visa and Mastercard will be acceptable for these fees. Personal or company checks are acceptable (no cash). These fees are non-refundable and are subject to change without notice. Badges are issued for a one year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

## ARTICLE 2 – SPECIAL CONDITIONS

### 2.15 SBBC Photo Identification Badge (Continued).

Badges are to be returned to SIU at the end of the contract or at the time an employee is terminated. Failure to return the badge to SBBC may result in the final payment being withheld until the badges are returned. For more information go to [http://www.broward.k12.fl.us/supply/vendor\\_page.htm](http://www.broward.k12.fl.us/supply/vendor_page.htm)

**SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**

2.16 Independent Contractor. The relationship of RCC and SBBC established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other; (ii) deem the parties to be acting as partners, joint ventures, co-owners or otherwise as participants in a joint undertaking; or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

### 2.17 Fee Schedule. See Attachment A.

2.17.1 Pricing Schedule: The pricing as detailed in Attachment A, constitutes a fixed cost for all licensed software, implementation, customization services, maintenance, support services, materials and services, instructional end-user and administrative costs. Due to changes in technology, should a product or service not be listed under the pricing schedule attached to this agreement both Parties agree to negotiate a fair market value price for the product or service needed to fulfill this Agreement.

2.18 Copyright Infringement – RCC. RCC warrants, to the best of RCC's knowledge, that SBBC's authorized use of the Software described herein shall not infringe any third party's valid patent or copyright existing as of the effective date of this Agreement. In the event that it is determined by final action of a court of competent jurisdiction that SBBC's authorized use of said Software is infringing on a third party's rights, then, at RCC's sole option and discretion, RCC shall use commercially reasonable efforts to: (a) obtain for SBBC the right to continue using the Software; or (b) replace or modify the software so that it becomes non-infringing and retain substantial functional equivalency. RCC shall hold harmless and defend SBBC against any and all suits based on any claim that the use of the Software by SBBC under this Agreement infringes on any United States patent right or copyright, provided RCC is promptly notified in writing of any such suit or claim against SBBC, and further provided that SBBC permits RCC to defend, compromise, or settle the same, and gives RCC all available information, reasonable assistance, and authority to enable RCC to do so. This indemnity shall not apply to any infringement arising out of: (i) the alteration or modification of the Software by SBBC; or (ii) any use of the Software which is not authorized herein.

### ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by both Parties during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **ARTICLE 3 – GENERAL CONDITIONS (Continued)**

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**ARTICLE 3 – GENERAL CONDITIONS (Continued)**

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Debra R. Friedman – Program Development and Alignment  
The School Board of Broward County, Florida  
2301 NW 26<sup>th</sup> Street  
Fort Lauderdale, Florida 33311

With a Copy to: Phyllis Schiffer-Simon – Broward Education Communications  
Network (BECON)  
The School Board of Broward County, Florida  
6600 S.W. Nova Drive  
Ft. Lauderdale, Florida 33317

To RCC: Steven Kimmel  
RealCast Corporation  
10800 Biscayne Boulevard #510  
Miami, Florida 33161

With a Copy to: \_\_\_\_\_  
Name to be Provided by Other Party  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this 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 Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.



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

**FOR SBBC**

(Corporate Seal)

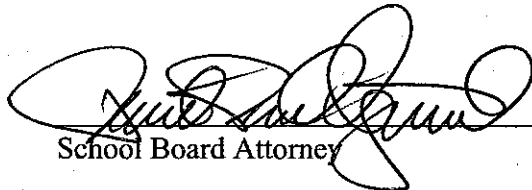
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By \_\_\_\_\_  
Robin Bartleman, Chair

ATTEST:

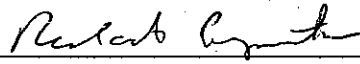
Approved as to Form and Legal Content:

\_\_\_\_\_  
JAMES F. NOTTER  
Superintendent of Schools

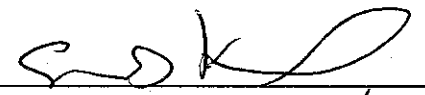
  
\_\_\_\_\_  
School Board Attorney


**FOR RCC**

(Corporate Seal)

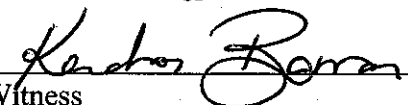
  
\_\_\_\_\_  
Name of Corporation or Agency

ATTEST:

By  \_\_\_\_\_ Pro

  
\_\_\_\_\_  
; Secretary

-or-

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF NEVADA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 15th day of JULY, 2008 by STEVEN DAVID KIMMEL of \_\_\_\_\_  
Name of Person

REALCAST CORPORATION, on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced FL # K540-784-47-129-0 as identification  
Type of Identification  
and did/did not first take an oath.

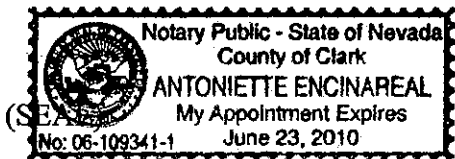
My Commission Expires: June 23, 2010 Antoniette Encinarella

Signature - Notary Public

ANTONIETTE ENCINAREAL

Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



**FEE SCHEDULE**  
**SECTION A – PROGRAM DEVELOPMENT & ALIGNMENT**

Pricing Plan is per month. SymposiumLIVE™ (Raves update) to be provided at no additional cost.

Monthly Cost Budgeting: RealCast Educational list price less 10% Educational Discount.

Based on prior Usage for 2006 and 2007, submitted videos, and number of estimated users submitted by SBBC for budgeting, the estimated usage is 175GB of streaming transfer and 10GB of storage per month over 12 months.

Based upon this data, the monthly obligation for these services is \$1,575 less 10% (Net \$1,417.50) for streaming data transfer and \$1,500 less 10% (Net \$1,350) for media storage. The total monthly charge for the above services comes to a combined grand total of \$3,075 less 10% (Net \$2,767.50) or a net of \$33,210 on a yearly basis.

Overages

Overages for usage above and beyond what is detailed in the section labeled Monthly Cost Budgeting will be billed quarterly from the discount schedule detailed below.

Storage and Data Transfer – List Pricing (SBBC's price is less 10% from prices shown)

STORAGE				
GB STORAGE				
FROM		TO	PRICE/GB	SBBC'S PRICE
	0	2	\$180.00	\$162.00
>	2	5	\$170.00	\$153.00
>	5	10	\$160.00	\$144.00
>	10	25	\$150.00	\$135.00
>	25	100	\$125.00	\$112.50
>	100	500	\$100.00	\$99.90
>	500	1,000	\$90.00	\$81.00
>	1,000	1,500	\$80.00	\$72.00

STREAMING STORAGE				
GB STORAGE				
FROM		TO	PRICE/GB	SBBC'S PRICE
	0	50	\$11.00	\$9.90
>	50	100	\$10.00	\$9.00
>	100	250	\$9.00	\$8.10
>	250	500	\$8.00	\$7.20
>	500	500	\$7.25	\$6.52
>	1,000	10,000	\$6.25	\$5.62
>	10,000	40,000	\$6.00	\$5.40
>	40,000	100,000	\$5.75	\$5.17

**FEE SCHEDULE (Continued)**  
**SECTION A – PROGRAM DEVELOPMENT & ALIGNMENT**

**Technical Support**

Included technical support for SymposiumLIVE™ (formerly RAVES) is 5 hours.

**Level 1 Support – Email Correspondence:** Email support is included for these services at no additional charge.

**Level 2 Support – Telephone Correspondence:** Telephone support from SBBC to RCC will be billed at the rate of \$75 per hour.

**Level 3 Support – On-Site Support:** On-Site support will be billed at the rate of \$250 per hour. This also includes uploading of videos to streaming services by RealCast staff.

Five hours of total support between Level 2 and level 3 are included in this proposal at no additional cost to SBBC.

Monies not used for LIVE streaming may be applied to GB storage/transfer for any department or vice-versa.

**Total Cost for Section A before overage and support charges: \$33,210.00**

**FEE SCHEDULE (Continued)**  
**SECTION B - BECON**

Based upon last year's usage for which BECON used approximately 79,285 live streaming minutes and did 18 live webcasts. BECON is approximately currently using 3 GB Storage monthly.

SymposiumLIVE™ (Raves update) to be provided at no additional cost.

Realcast Educational List price Live Video Broadcasting (before Additional Educational discount of 10% is applied)

Broadcast Minutes	Price per Minute
0 – 200,000,000	\$.11

**Live Webcast are based upon a minimum charge per broadcast of \$300.00.** Minutes used during the period in excess of the subscribed for number shall be allocated from the remaining contracted/proposal minutes. **Customers that reschedule a broadcast, without at least 48 hours notice will be charged a rescheduling fee of \$250 for the cancelled broadcast. Customers that cancel a scheduled broadcast without rescheduling will be charged a cancellation fee equal to 15% of the projected price for the cancelled broadcast.**

- Consult your RealCast Live representative to discuss special pricing on large audience broadcasts or when your requirements mandate transmission speeds at higher than standard rates.

**NOTE: ANY CHARGES NECESSITATED DUE TO MINIMUM CHARGES, CANCELLATIONS OR RE-SCHEDULING AS INDICATED ABOVE SHALL BE ALLOCATED FROM REMAINING FUNDS OF THIS PROPOSAL/CONTRACT PERIOD SUCH THAT THE TOTAL CONTRACTED DOLLAR AMOUNT IS NOT EXCEEDED.**

Based on the data above for BECON and the calendar year August 1, 2008 through July 31, 2009 yearly obligation to qualify for the additional educational discounts quoted below will be:

1. **80,000 live minutes and 18 live webcasts.** (80,000 live minutes @ \$.11 = \$8800.00 less 10% (\$880) = \$7920.00)

Please note that the minimum charge which covers set-up and production costs of \$300.00 per webcast (at list) less 10% = \$270.00. We are offering additional educational discount pertaining to the minimum charge as well, which reduces your minimum charge per webcast to \$150.00. This translates your \$0.11 cents per minute cost to 1,363 minutes of usage of your minutes being billed as a minimum per webcast.

2. **3GB of storage @ \$150.00 = \$450.00 per month less 10% (\$45.00) = \$405 per month.** Total cost of GB storage per year \$4,860

**FEE SCHEDULE (Continued)**  
**SECTION B - BECON**

**Total Cost for Section B before overages and support charges..... \$12,780.00**

**Technical Support**

Included technical support for SymposiumLIVE™ (formerly RAVES) is 5 hours.

**Level 1 Support – Email Correspondence:** Email support is included for these services at no additional charge.

**Level 2 Support – Telephone Correspondence:** Telephone support from SBBC to RCC will be billed at the rate of \$75 per hour.

**Level 3 Support – On-Site Support:** On-Site support will be billed at the rate of \$250 per hour. This also includes uploading of videos to streaming services by RealCast staff.

Five hours of total support between Level 2 and level 3 are included in this proposal at no additional cost to SBBC.

Monies not used for LIVE streaming may be applied to GB storage/transfer for any department or vice-versa.

**Total Cost for Section A and B of this proposal Before overages and support charges:\$45,990.00**