

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, 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 "Rentrak"),

whose principal place of business is

7700 NE Ambassador Place, Portland, Oregon 97220

**WHEREAS**, Rentrak provides information management and business intelligence services, certain of which are delivered through Rentrak's Essentials Business Intelligence Suite; and

**WHEREAS**, SBBC owns or operates one or more local television stations; and

**WHEREAS**, SBBC desires to subscribe to Rentrak's StationView Essentials reporting system, a product in Rentrak's Essentials Business Intelligence Suite, which product provides local television stations with a transactional tracking and reporting system for television programming and advertising.

**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.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution of all parties and conclude January 31, 2015. This agreement is renewable on a yearly basis (from February 1 through January 31) under the same terms with prior written approval by both parties for a period of up to three additional years.

**2.02 Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement  
Second: Exhibit A and Schedules 1, 2, 3 and 4.

**2.03 Cost of Services.** Subscriber shall pay Rentrak an annual subscription fee for each Subscriber Station, which fee shall be as set forth below and specified in Schedule 3:

Station	Annual Fee
<b>WBEC</b>	<b>\$35,000</b>

**2.04 Provisions Relating to StationView Essentials Service.** The StationView Essentials system and services are provided on and subject to the terms set forth in Exhibit A attached hereto and incorporated herein by reference.

**2.05 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: Public Information Officer  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Director/General Manager  
BECON  
6600 SW Nova Drive  
Fort Lauderdale, Florida 33317

Station Manager  
BECON  
6600 SW Nova Drive  
Fort Lauderdale, Florida 33317

To Rentrak

Rentrak Corporation  
Attn: Steven Walsh  
Executive Vice President, Local Television  
352 Park Avenue South, 6<sup>th</sup> Floor  
New York, NY 10010

With a Copy to:

David Chemerow, CFO  
Rentrak Corporation  
7700 NE Ambassador Place  
Portland, Oregon 97220

**2.06 Background Screening:** Rentrak agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of 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. This background screening will be conducted by SBBC in advance of Rentrak or its personnel providing any services under the conditions described in the previous sentence. Rentrak shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Rentrak and its personnel. The parties agree that the failure of Rentrak to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Rentrak agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Rentrak's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

**2.07 Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Rentrak: Rentrak agrees to indemnify, hold harmless and defend SBBC 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 may pay or become obligated to pay on account of any, all and every third party claim or demand, or assertion of liability, or any third party claim or action founded thereon, arising from (a) any claim that the products, goods or services furnished by Rentrak infringes the intellectual rights of a third party, or (b) Rentrak's gross or willful misconduct in the performance of its obligations under this Agreement.

### **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 or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination; Effects of Termination.** This Agreement may be terminated (a) by Subscriber as set forth in Section 2.9 of Exhibit A or (b) by Rentrak upon prior written notice to Subscriber if Rentrak's right to use raw data necessary to provide the StationView Essentials service expires or is terminated by the operator or other provider of such raw data. Upon termination or expiration of this Agreement for any reason, all rights granted by Rentrak under this Agreement, including the right to access the StationView Essentials website and use or disclose the StationView Essentials Data, will immediately cease.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every

such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **Public 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. It is understood that the parties do not intend for Rentrak to be provided with any student records as part of this Agreement.

3.11 **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.

3.12 **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.

3.13 **Governing Law and Venue.** 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.

3.14 **Entirety of 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.

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

3.16 **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; provided, however, Rentrak reserves the right, without SBBC's consent, to assign this Agreement to an entity that controls, is controlled by, or is under common control with Rentrak or in connection with a merger or acquisition of all or substantially all of Rentrak's stock or assets. Rentrak will use commercially reasonable efforts to provide at least thirty (30) days notice of any such merger or acquisition subject to any confidentiality obligations. Notwithstanding the foregoing, if Rentrak assigns this Agreement without SBBC's consent as permitted above, SBBC shall have the right to terminate this Agreement upon at least thirty (30) days prior written notice to Rentrak. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, 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 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent

jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **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.

3.21 **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.

3.22 **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 unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **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.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **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.

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

**FOR SBBC**

(Corporate Seal)

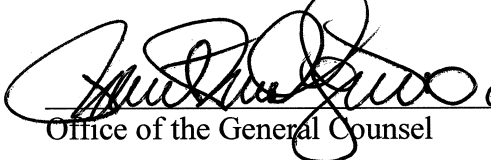
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Patricia Good, Chair

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

Approved as to Form and Legal Content:

 05/06/14  
\_\_\_\_\_  
Office of the General Counsel

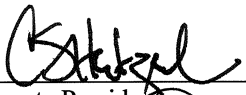


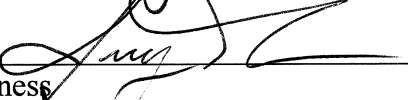
**FOR Rentrak**

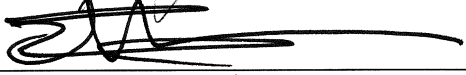
(Corporate Seal)

**Rentrak Corporation**

ATTEST:

  
\_\_\_\_\_  
Corporate President

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

By   
\_\_\_\_\_  
Steve Walsh

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

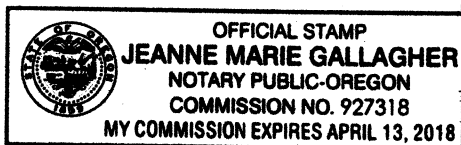
STATE OF Oregon \_\_\_\_\_

COUNTY OF Multnomah

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2014 by Cathy Hetzel of Rentrak Corp., on behalf of the corporation/agency.  
Name of Person  
Name of Corporation or Agency

He/She is personally known to me or produced N/A as identification and did/did not first take an oath. Type of Identification

My Commission Expires: April 13, 2018



Jeanne M. Gallagher  
Signature - Notary Public

Jeanne M. Gallagher  
Printed Name of Notary

927318  
Notary's Commission No.

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## EXHIBIT A

### RENTRAK STATIONVIEW ESSENTIALS™ SERVICE AGREEMENT

#### 1. DEFINITIONS. As used in this Agreement:

**“Authorized Users”** means those employees of Subscriber who are designated by Subscriber in accordance with Schedule 3.

**“Intellectual Property Rights”** means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights.

**“StationView Essentials”** means Rentrak’s reporting system described in Recital C, as such system is modified, updated or enhanced from time to time.

**“StationView Essentials Data”** means and includes all data, information and reports available at the StationView Essentials website or otherwise made available or provided by Rentrak to Subscriber or any Authorized User pursuant to this Agreement.

**“Subscriber”** means The School Board of Broward County, Florida.

**“Subscriber Station”** means a television station owned or operated by Subscriber in a television market for which StationView Essentials Data will be made available under this Agreement. Each Subscriber Station and its corresponding market are listed on Schedule 1.

#### 2. STATIONVIEW ESSENTIALS.

**2.1 StationView Essentials Features; Additional Features.** StationView Essentials will include the features and capabilities and shall provide the reports set forth in Schedule 2 with respect to the market(s) set forth in Schedule 1, as well as such other features, capabilities and reports as Rentrak may elect to make available to Subscriber from time to time. If Subscriber desires any customized features, capabilities or reports with regard to StationView Essentials, and Rentrak agrees to provide the same, Rentrak shall provide Subscriber with a statement of work estimating price for Rentrak to perform the customized work, and shall not commence any such work unless and until authorized representatives of both parties have signed such statement of work.

**2.2 Terms of Service.** Rentrak’s Essentials reporting systems require Authorized Users to agree to customary terms of use, and Authorized Users under this Agreement will be required to agree to the StationView Essentials terms of use when first accessing the website. Notwithstanding the foregoing, the parties agree that the terms of this Agreement, rather than the online terms of use, will apply to Authorized Users. Subscriber agrees to keep its Authorized Users advised of the terms and conditions of this Agreement applicable to their use of StationView Essentials.

**2.3 Use of StationView Essentials System and Data.** Rentrak hereby grants Subscriber the non-exclusive right for the term of this Agreement to access the StationView Essentials secure website and view and use the StationView Essentials Data internally for its customary and ordinary business activities and to disclose for no monetary consideration StationView Essentials Data to advertisers, sponsors and other third parties consistent with and as reasonably necessary for such business activities. Notwithstanding the foregoing, Subscriber may not disclose or display the

actual number of reporting set top boxes or households, either in writing, electronically or verbally, and Rentrak reserves the right to impose additional restrictions on Subscriber's use or disclosure of StationView Essentials Data to the extent the provider of the corresponding raw data imposes such restrictions on Rentrak. Except for the foregoing disclosure right, neither Subscriber nor any Authorized User shall have the right to disclose StationView Essentials Data to any third party, and in no event shall Subscriber or any Authorized User publicly display, publish, sell, license, transfer or grant any third party rights in any StationView Essentials Data without Rentrak's prior written consent. Any disclosure of StationView Essentials Data as permitted in this Section 2.3, and any use of such data by parties to whom it is disclosed, shall be at Subscriber's sole risk and Subscriber shall indemnify, defend and hold harmless Rentrak from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of any such disclosure. Any StationView Essentials Data disclosed by Subscriber as permitted under this Agreement shall unless otherwise requested by Rentrak identify Rentrak as the source in a location and format reasonably acceptable to Rentrak.

**2.4 Feedback.** It is anticipated that Subscriber or Authorized Users may provide verbal and/or written feedback to Rentrak with respect to StationView Essentials. Subscriber agrees that Rentrak will have a perpetual license and right to use and incorporate some or all of such feedback into StationView Essentials without payment of any license fee or royalty and without any other obligation to Subscriber.

**2.5 Passwords and Login.** All access to StationView Essentials shall be by password, and each Authorized User shall have his or her own uniquely identifiable login and password. Authorized Users shall not share their logins or passwords with other persons or provide online access to StationView Essentials for any other person. Subscriber agrees to keep its and its Authorized Users' logins and passwords confidential, and to notify Rentrak promptly if it has any reason to believe that any third party has unauthorized access to such information. Subscriber shall be responsible for any and all use of the StationView Essentials website occurring under its Authorized Users' logins and passwords. Rentrak reserves the right to suspend or terminate an Authorized User's access to StationView Essentials if such Authorized User violates any of the terms of this Agreement

**2.6 Availability of StationView Essentials Site.** Authorized Users shall have access to the StationView Essentials website from at least 7:00 AM to 7:00 PM EST on business days, with a maximum average downtime of four (4) hours per week, subject to the provisions of Section 7.4 (force majeure).

**2.7 Support.** Rentrak will provide technical support to Subscriber and Authorized Users in accordance with Schedule 3.0.

**2.8 Training.** If requested by Subscriber, Rentrak shall provide Subscriber and Authorized Users with up to two days of StationView Essentials training at a location mutually agreeable to the parties. Thereafter training by video conference (e.g., WebEx), by teleconference or by other means by which the participants can simultaneously hear each other will be provided as reasonably requested. Additional in-person training shall be available at Rentrak's then-current rates.

**2.9 Modifications of StationView Essentials.** Rentrak reserves the right at any time to revise and modify StationView Essentials and alter its features, specifications, capabilities and/or functions (collectively, "Modifications"), without the consent of Subscriber or any Authorized User. If Subscriber determines that any Modification materially and adversely affects the benefits it might

reasonably be expected to obtain from StationView Essentials, Subscriber shall give Rentrak written notice thereof, which notice shall specify the material features, specifications, capabilities, or functions which are no longer available as a result of the Modifications. If Rentrak does not restore such features, specifications, capabilities or functions to the reasonable satisfaction of Subscriber within thirty (30) days after the date of such notice, Subscriber's sole and exclusive remedy shall be to terminate the Agreement pursuant to Section 3.05 of the Agreement.

**2.10 Restrictions on Use of StationView Essentials.** Except as otherwise expressly provided in his Agreement or except with the express written consent of Rentrak, Subscriber shall not: (a) delete, obscure, alter, or fail to reproduce any copyright, trademark, disclaimer or other proprietary notices appearing in or on the StationView Essentials website or any StationView Essentials Data as such notices are provided by Rentrak; (b) use, copy, reproduce, or duplicate the StationView Essentials system or website or any software related thereto for any purposes; (c) disassemble, reverse engineer, decompile or prepare derivative works of the StationView Essentials system or website or any software related thereto; (d) rent, sublicense, transfer, or grant any third party any rights in the StationView Essentials system or website or any software related thereto; or (e) permit third parties to use StationView Essentials via a timesharing, service bureau, or other arrangement, without Rentrak's prior written approval.

**3. FEES.** In consideration of the services to be provided by Rentrak under this Agreement, Subscriber agrees to pay Rentrak the fees set forth in Schedule 3. Such fees are net amounts and do not include sales, use, value-added, or any other taxes except for income taxes levied on Rentrak with respect to such fees. All such taxes will be the responsibility of and paid or reimbursed by Subscriber.

**4. LIMITATION ON WARRANTIES.** THE STATIONVIEW ESSENTIALS WEBSITE, AND THE SERVICES, INFORMATION AND DATA AVAILABLE THERE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RENTRAK DOES NOT WARRANT THAT STATIONVIEW ESSENTIALS OR SUBSCRIBER'S ACCESS TO THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE STATIONVIEW ESSENTIALS DATA WILL BE ERROR-FREE OR COMPLETE, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY ON ACCOUNT THEREOF.

**5. LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS OR SHAREHOLDERS BE LIABLE UNDER ANY THEORY, INCLUDING BUT NOT LIMITED TO CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR PRODUCT LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS OR DATA, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS), ARISING FROM OR RELATING TO THE USE OF THE STATIONVIEW ESSENTIALS SYSTEM OR ANY STATIONVIEW ESSENTIALS DATA, INCLUDING DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE STATIONVIEW ESSENTIALS SITE OR THE STATIONVIEW ESSENTIALS DATA OR FROM ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE STATIONVIEW ESSENTIALS DATA, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT PREJUDICE TO THE FOREGOING LIMITATIONS, THE AGGREGATE LIABILITY OF RENTRAK TO SUBSCRIBER UNDER THIS AGREEMENT UNDER ANY AND ALL THEORIES, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT PAID BY SUBSCRIBER TO RENTRAK UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD.

**6.1 Survival.** The provisions of Sections 2.06, 2.3 (to the extent of the restrictions contained therein), 2.4, 2.10, 4, 5 and 7 shall survive any expiration or termination of this Agreement.

**6.2 Press Releases.** Rentrak shall have the right to announce the entering into of this Agreement (including the general nature of the transactions contemplated in this Agreement), only after receiving a signed consent form from SBBC authorizing the release of information, immediately upon execution of this Agreement by both parties, and will thereafter have the right to identify Subscriber as a customer in marketing materials or in public announcements pertaining to StationView Essentials. Subscriber and Rentrak shall work together to mutually approve in writing any other public statements concerning this Agreement, including press releases and communications with the press, franchise authorities, regulators, or any other outside parties.

**6.3 Trademarks.** Except as permitted in Section 2.3 or 86.2, neither party shall use the other party's trade names, trademarks or service marks (collectively, the "Marks") without the other party's prior written consent. Upon termination of this Agreement for any cause whatsoever, any permission to use Marks which has been so granted shall cease, and neither party will use or claim the right to use any *Agreement with Rentrak Corporation* of the other party's Marks. Each party's Marks are its exclusive property, and neither party has or will acquire any Intellectual Property rights in the other party's Marks by reason of this Agreement or of the permission by to use the same hereunder.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first set forth above.  
*Agreement with Rentrak Corporation*

**SCHEDULE 1**  
**SUBSCRIBER STATIONS**

<b><u>Station</u></b>	<b><u>Market</u></b>
WBEC-TV	Miami/Fort Lauderdale, FL

Subscriber may add Subscriber Stations and corresponding markets upon terms and subscription fees to be mutually agreed upon by the parties. In such case, this Schedule 1 and Schedule 3 will be replaced with updated schedules.

## **SCHEDULE 2**

Executive Dashboard

Site News

Data Control Report

- STBs Loaded
- Households Loaded
- Hours Loaded

Market Rating Comparison

Change Password

Station Performance Summary

Station Detail

- Sec-by-Sec
- Series
- Trends
- Audience Duplication
- Schedule
- National Demographics (top stations only)

Station View Comparison

Station Schedule Comparison

Station Audience Duplication

Performance by Series

Series Detail

- Episodes
- Trends
- National Geodemographics (top series only)

Series Comparison

Performance by Telecast

Telecast Detail

Usage Summary

Competitive Daypart Summary

- Station Summary
- Competitive Dayparts

News Summary

\* Reports subject to change



**SCHEDULE 3**  
**SUPPORT**

During Regular Business Hours of 8 a.m. – 5 p.m. Pacific Standard Time, a dedicated customer support representative will be available at a toll free number. The current toll free number is: 1-866 333-6212.

Questions or comments will also be supported via a dedicated email. This email address is currently: [support@tv.renrak.com](mailto:support@tv.renrak.com).

24 hour emergency technical support is also available via a pager system. The current emergency contact instructions are to email: [911@tv.renrak.com](mailto:911@tv.renrak.com).

All numbers and emails are subject to change; commercially reasonable efforts will be made to provide 7 days prior written notice of such changes.

## **SCHEDULE 4**

### **StationView Essentials Pricing**

***1. Activation. Fee: Waived***

***2. Authorized Users.*** Subscriber shall be entitled to designate up to five (5) Authorized Users for each Subscriber Station, who shall be employees of Subscriber or such Subscriber Station, shall work at such Subscriber Station location and shall be designated by Subscriber in writing from time to time. If Subscriber desires to designate Authorized Users for any Subscriber Station, Subscriber shall pay an additional fee of \$4,000 for each such additional Authorized User.

***3. StationView Essentials Subscription Fee.*** Subscriber shall pay Rentrak an annual subscription fee for each Subscriber Station, which fee shall be as set forth below:

Station	Annual Fee
<b><i>WBEC</i></b>	<b><i>\$35,000</i></b>

***4. Payment of Fees.*** The activation fee shall be payable within 30 days after execution of this Agreement. Any fee for additional Authorized Users shall be payable within 30 days after receiving Rentrak's invoice. The annual subscription fee shall be payable monthly within 30 days after receiving Rentrak's invoice. Overdue amounts shall accrue interest at the rate of 1.5 percent per month (or the highest lawful rate, whichever is less).