



Addendum

Highlights:

\$0.00 Up Front Fee

65/35% Split (You Keep 65%) vs \$1.05 Minimum

30 Day SellThru - \$2.00 vs 35%

6 Month Lease - \$0.50 End Of Term

ADDENDUM

THIS ADDENDUM (the "Addendum") is made and entered into as of this _____ day of _____, _____, by and between Rentrak Corporation, an Oregon corporation, ("Rentrak"), and _____ ("Retailer").
(Print Name of Business/Corporation)

RECITALS

A. Retailer is engaged in the retail video rental business and obtains prerecorded video programming on DVD, Blu-ray Disc, videocassette and other media from a variety of distributors for rental and sale to the public. "DVD's" shall mean pre-recorded digital video discs. "Units" shall mean DVD's released to the home video market.

B. Rentrak distributes pre-recorded video programming on DVD, Blu-ray Disc, videocassette, and other media to video retailers pursuant to a lease arrangement known as Pay Per Transaction ("PPT[®]" or the "PPT[®] System").

C. Retailer currently participates in Rentrak's PPT[®] System pursuant to a Rentrak Agreement, a Rentrak National Account Agreement, or a Rentrak Chain or Multiple Store Account Agreement, as the case may be, as modified and supplemented by any amendments and/or addenda thereto (collectively, the "Current PPT[®] Agreement").

D. Retailer desires to enter into an output agreement with Rentrak pursuant to the terms contained herein, whereby Retailer will order all of the titles of Units made available to Rentrak under PPT[®] by Millennium Media Services, Inc., to include titles from third party labels (collectively, "MMS").

AGREEMENT

Accordingly, in consideration of the provisions and agreements contained herein, the parties agree as follows:

1. **Effect of Addendum.** The parties are entering into this Addendum as an amendment and supplement to the Current PPT[®] Agreement. This Addendum shall be attached to, and deemed incorporated by reference into, the Current PPT[®] Agreement. To the extent any term or provision of this Addendum is inconsistent with or in direct conflict with any term of the Current PPT[®] Agreement, this Addendum shall supercede and control any such provision in the Current PPT[®] Agreement to the extent of such direct conflict or inconsistency. Unless otherwise specifically modified herein, all terms and conditions contained in the Current PPT[®] Agreement shall be given full force and effect and shall apply to all Units ordered hereunder.

2. **Definitions; Incorporation of Recitals.** Any capitalized term used herein that is not otherwise defined herein shall have the meaning set forth in the Current PPT[®] Agreement. The Recitals set forth above are incorporated herein by reference and made a legally binding part of this Agreement.

3. **Effective Date and Term of Addendum.** This Addendum shall become effective and legally binding as of the date of mutual execution by the parties and shall continue in effect for an initial term (the "Initial Term") expiring on the first anniversary of the street date (the date designated by studios as the date Units are first available for rental to the general public) of the first Output Title, as defined in paragraph 4.1 hereto, ordered by Retailer hereunder, unless sooner terminated in accordance with the provisions hereof. Upon expiration of the Initial Term, and each subsequent one-year period thereafter, this Addendum shall be automatically renewed for an additional one-year term, unless either party gives written notice of termination to the other at least thirty (30) days prior to expiration of the initial one-year term, or any subsequent one-year term thereafter.

4. **Output Titles.**

4.1. **Output Obligation.** During the term of this Addendum, Retailer shall order from Rentrak through the PPT[®] System three (3) rental titles from among those made available by MMS each month under PPT[®] (the "Output Titles"). During a month in which MMS releases three (3) or less rental titles, Output Retailers shall be obligated to order all titles made available. Notwithstanding the forgoing, if MMS releases more than three (3) rental titles in a month, Output Retailer shall have the right, but not the obligation, to order more than three (3) titles. Retailer acknowledges and agrees that it shall be obligated to order and obtain, and shall order and obtain, from Rentrak a minimum quantity of Units by format of each Output Title, which minimum shall be determined in accordance with the Ordering Matrix attached hereto as Exhibit A (the "Ordering Matrix").

4.2. **Amendment of Ordering Matrix.** MMS shall have the right, in its sole and absolute discretion, to modify or amend the Ordering Matrix and/or the Output Fees set forth in Section 5 hereof at any time and from time to time. MMS and/or Rentrak shall, in the event MMS amends or modifies the Ordering Matrix or any of the Output Fees, send Retailer a copy of such modification or amendment. The modified or amended Ordering Matrix or Output Fees, as applicable, shall become effective and binding on Retailer as of the date Retailer receives a copy thereof, provided, however, Retailer shall have the right, in the event Retailer is unwilling to accept the modified or amended Ordering Matrix or Output Fees, as applicable, to terminate this Addendum by sending written notice of termination to Rentrak within ten (10) days following receipt of the modified or amended Ordering Matrix or Output Fees, as applicable. If Retailer sends Rentrak written notice of termination during such ten-day period, the modified or amended Ordering Matrix or Output Fees, as applicable, shall not become effective and this Addendum shall be deemed terminated effective as of the date Rentrak receives the notice of termination, provided, however, Retailer shall remain liable for all obligations incurred under this Addendum prior to the date of such termination, specifically including, without limitation, the minimum ordering and payment obligations set forth herein. If Retailer fails to send Rentrak written notice of termination during such ten-day period, Retailer shall be deemed to have accepted the modified or amended Ordering Matrix or Output Fees, as applicable, and this Addendum shall continue in full force and effect with the modified or amended Ordering Matrix or Output Fees, as applicable, in effect as of the date Retailer received a copy thereof.

5. **Ordering Procedure.** The ordering procedure with respect to each Output Title shall be as follows:

5.1 After being authorized by MMS to begin accepting orders for such Output Title through the PPT[®] System, Rentrak will automatically order on Retailer's behalf, and Retailer hereby authorizes Rentrak to order on its behalf, the minimum quantity of Units of such Output Title, as determined in accordance with Section 4.1. Rentrak will thereafter notify Retailer, either electronically (via the PPT[®] System, electronic mail, or a similar electronic method of communication) or in writing, that such order has been placed; provided, however, that any failure to deliver such notice shall not limit or otherwise affect Retailer's ordering obligations hereunder, including without limitation, Retailer's obligation to obtain the minimum quantity of Units of such Output Title. Retailer shall accept delivery of all Units of such Output Title that Rentrak orders on Retailer's behalf pursuant to this Section.

5.2 If Retailer desires to obtain additional Units of such Output Title, Retailer shall submit its order for such additional Units to Rentrak, including without limitation, submitting each order to Rentrak prior to the Prebook date established by MMS with respect to such Output Title. The term "Prebook Date" means the date designated by MMS as the last day that Rentrak is authorized to accept orders for such Output title.

6. **Liquidated Damages.** Rentrak and Retailer acknowledge and agree that, in the event Retailer breaches the minimum ordering obligations set forth in Section 4.1 above, it would be impractical and extremely difficult to accurately estimate the damages that Rentrak would suffer as a result of such breach. Therefore, the parties agree that for each breach of Section 4.1 by Retailer, a reasonable estimate of the total net detriment that Rentrak would suffer for each breach is and shall be an amount equal to \$20 times the number of Units of each Output Title with respect to which such breach occurred. Retailer agrees to pay such amount to Rentrak, and Rentrak shall have the right to collect such amount from Retailer, each time Retailer breaches Section 4.1. The payment of this amount is intended to constitute full, agreed, and liquidated damages to Rentrak only for a breach of Section 4.1 by Retailer, and is not intended as a penalty.

7. **Output Fees.** Retailer agrees to pay the following order processing fees, transaction fees, sell-through fees, end of term buyout fees and other fees to Rentrak on all Units of Output Titles (collectively, the "Output Fees") and comply with the following:

7.1 **Order Processing Fee.** Retailer shall pay an Order Processing Fee of \$0.00 per Unit.

7.2 **Transaction Fees.** Retailer shall pay Rentrak a Transaction Fee equal to the greater of thirty five percent (35%) of all rental revenue generated on all rental transactions involving Units of Output Titles, or \$1.05 on each rental transaction (including zero dollar rentals) involving Units of Output Titles.

7.3 **Other Fees.** Retailer shall have no right to sell, and shall not sell, any Units of an Output Title prior to the thirtieth (30th) day from the title's street date. For each Unit of an Output Title reported sold or discovered lost, stolen or missing from Retailer's store inventory during the twenty nine (29) days from the title's street date, retailer shall pay Rentrak a fee of \$20.00. Any such fees shall be in addition to all other fees provided for under the Current PPT Agreement, specifically including without limitation all fees, whether previously paid or presently outstanding, incurred by Retailer in connection with the rental of such Unit, and all audit fees billed by Rentrak.

7.4 **Sell-Through Fees.** Commencing on the thirtieth (30th) day after an Output Title's street date until the expiration of the Output Title's lease term, Retailer may sell Units of such Output Title, provided, however, Retailer agrees to retain, and shall retain, a minimum of One Unit of each Output Title in Retailer's store inventory available for rental throughout the lease term of each such Output Title. Retailer shall pay Rentrak a sell through fee on all such sales during this time period, and a fee on all Units discovered lost, stolen or missing during this time period, equal to the greater of thirty-five percent (35%) of sale revenue or \$2.00 on each DVD sale transaction, which fees shall be in addition to all other fees provided for under the current PPT Agreement.

7.5 **Buy-Out Fees.** At the end of an Output Title's lease term, Retailer shall pay Rentrak and End Of Term Buyout Fee of \$0.50 for each Unit of an Output Title not sold prior to the end of lease term or returned to Rentrak within fifteen (15) days of the of lease term, which fee shall be in addition to all other fees provided for under the current PPT Agreement.

8. **Lease Term of Output Titles.** The lease term for Units of each Output Title shall be 26 weeks.

9. **Termination.** Rentrak may terminate this Addendum at any time upon thirty (30) days advance written notice to Retailer. Upon termination of this Addendum, whether through the passage of time or otherwise, (i) Retailer's right and obligation to order and obtain Output Titles under the terms contained herein shall terminate, provided, however, that Retailer shall remain liable for all obligations incurred under this Addendum prior to termination, including but not limited to, the minimum ordering obligations of Units of Output Titles ordered hereunder prior to the date of termination, and (ii) Rentrak shall have no further obligations to Retailer under this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the day and year first written above.

RENTRAK:

RETAILER:

RENTRAK CORPORATION

(Print Name of Business/Corporation)

By: _____

By/Signature: _____

Date: _____

Print Name: _____

Print Title: _____

1210.082900

Rentrak Account No.(s): _____

Date: _____

MMS Output Matrix
Exhibit A to Output Addendum
DVD Order Minimums

BOX OFFICE	Revenue Group 1 Minimum (0-4K)	Revenue Group 2 Minimum (4-7K)	Revenue Group 3 Minimum (7-10K)	Revenue Group 4 Minimum (10-14K)	Revenue Group 5 Minimum (14-18K)	Revenue Group 6 Minimum (18-25K)	Revenue Group 7 Minimum (25-33K)	Revenue Group 8 Minimum (33-40K)	Revenue Group 9 Minimum (40-50K)	Revenue Group 10 Minimum (50+ K)
\$0	1	1	1	2	2	2	2	3	3	3
\$1	1	1	2	2	3	3	3	4	4	4
\$2	1	2	2	2	3	3	3	4	5	5
\$3	2	2	2	2	3	4	4	5	6	6
\$4	2	2	2	3	4	5	5	6	7	7
\$5	2	2	2	3	4	5	6	7	8	9
\$6	2	2	3	4	5	5	7	8	9	10
\$7	2	2	3	4	5	6	8	9	10	11
\$8	2	2	3	5	5	7	8	9	11	12
\$9	2	2	3	5	5	7	9	10	12	13
\$10	2	2	4	6	6	8	10	11	13	14
\$11	2	3	4	6	7	9	11	12	14	15
\$12	2	3	4	6	7	9	11	13	15	17
\$13	2	3	4	6	7	10	11	13	16	18
\$14	2	3	5	7	8	10	12	14	17	19
\$15	2	3	5	8	9	12	14	16	19	21
\$16	2	4	6	8	10	13	15	17	20	22
\$17	2	4	6	8	10	14	16	18	21	23
\$18	2	4	7	9	11	14	16	19	22	25
\$19	2	4	7	9	11	14	17	20	23	25
\$20	2	4	8	10	12	15	18	21	24	26
\$21	2	4	8	10	12	15	18	21	24	27
\$22	2	4	8	10	13	16	19	22	25	28
\$23	2	4	8	10	13	17	20	23	27	30
\$24	2	4	8	10	13	17	21	24	27	30
\$25	2	4	8	11	14	17	21	24	28	31
\$26	3	5	8	11	14	18	22	25	29	32
\$27	3	5	8	11	14	19	22	26	30	33
\$28	3	5	8	11	14	19	22	26	30	33
\$29	3	5	9	12	15	20	23	27	31	35
\$30	3	5	9	12	15	20	24	28	32	35
\$31	3	5	9	12	15	21	24	28	32	36
\$32	3	5	9	13	16	21	25	29	33	37
\$33	3	5	9	13	16	22	26	30	34	38
\$34	3	5	9	13	16	22	26	30	34	38
\$35	3	5	9	14	17	23	27	31	36	40
\$36	3	5	9	14	17	23	27	32	36	40
\$37	3	5	9	15	18	23	28	32	37	41
\$38	3	5	9	15	18	23	28	33	38	42
\$39	3	5	9	15	18	23	28	33	38	42
\$40	3	5	9	15	19	24	29	34	39	43
\$41	3	5	9	15	19	24	29	34	39	43
\$42	3	5	9	15	19	25	30	35	40	45
\$43	3	5	9	15	20	25	31	36	41	45
\$44	3	5	9	15	20	26	31	36	41	46
\$45	3	5	9	15	20	26	32	37	42	47
\$46	3	6	10	16	21	27	32	37	42	47
\$47	3	6	10	16	21	27	32	37	43	48
\$48	3	6	10	16	21	27	33	38	43	48
\$49	3	6	10	16	22	28	33	38	44	49
\$50	3	6	10	16	22	28	33	39	45	50
\$51	3	6	10	17	22	28	33	39	45	50
\$52	3	6	10	17	22	29	34	39	45	50
\$53	3	6	10	17	22	29	34	40	46	51
\$54	3	6	10	17	22	29	34	40	46	51

MMS Output Matrix
Exhibit A to Output Addendum
DVD Order Minimums

BOX OFFICE	Revenue Group 1 Minimum (0-4K)	Revenue Group 2 Minimum (4-7K)	Revenue Group 3 Minimum (7-10K)	Revenue Group 4 Minimum (10-14K)	Revenue Group 5 Minimum (14-18K)	Revenue Group 6 Minimum (18-25K)	Revenue Group 7 Minimum (25-33K)	Revenue Group 8 Minimum (33-40K)	Revenue Group 9 Minimum (40-50K)	Revenue Group 10 Minimum (50+ K)
\$55	3	6	10	17	23	29	35	41	47	52
\$56	3	6	10	17	23	30	35	41	47	52
\$57	3	6	10	17	23	30	35	41	47	53
\$58	3	6	11	18	23	31	36	42	48	54
\$59	3	6	11	18	23	31	36	42	48	54
\$60	3	6	11	18	23	31	36	42	48	54
\$61	3	6	11	18	23	31	37	43	49	55
\$62	3	6	11	18	24	32	37	43	49	55
\$63	3	6	11	18	24	32	38	44	50	56
\$64	3	6	11	18	24	32	38	44	50	56
\$65	3	6	11	18	24	32	39	45	51	57
\$66	3	6	11	18	24	32	39	45	51	57
\$67	3	6	12	19	25	32	39	45	52	58
\$68	3	6	12	19	25	33	39	45	52	58
\$69	3	6	12	19	25	33	40	46	52	58
\$70	3	6	12	19	25	33	40	46	53	59
\$71	3	6	12	19	25	33	40	46	53	59
\$72	3	6	12	19	25	33	40	46	53	59
\$73	3	6	12	20	26	33	40	47	54	60
\$74	3	6	12	20	26	34	41	47	54	60
\$75	3	6	12	20	26	34	41	47	54	61
\$76	4	7	13	20	26	34	41	48	55	61
\$77	4	7	13	20	26	35	42	48	55	61
\$78	4	7	13	20	27	35	42	48	55	62
\$79	4	7	13	20	27	35	42	49	56	62
\$80	4	7	13	20	27	35	42	49	56	62
\$81	4	7	13	21	27	35	42	49	56	63
\$82	4	7	13	21	27	36	43	49	56	63
\$83	4	7	13	21	27	36	43	50	57	63
\$84	4	7	13	21	28	36	43	50	57	64
\$85	4	7	13	21	28	36	43	50	57	64
\$86	4	7	13	21	28	36	43	50	57	64
\$87	4	7	13	21	28	37	44	51	58	65
\$88	4	7	13	21	28	37	44	51	58	65
\$89	4	7	13	21	28	37	44	51	58	65
\$90	4	7	13	21	28	37	44	51	59	66
\$91	4	7	13	21	29	37	44	52	59	66
\$92	4	7	13	21	29	37	44	52	59	66
\$93	4	7	13	21	29	37	44	52	59	66
\$94	4	7	13	21	29	37	44	52	59	66
\$95	4	7	13	21	29	38	45	52	60	67
\$96	4	7	13	21	29	38	45	52	60	67
\$97	4	7	13	21	29	38	45	53	60	67
\$98	4	7	13	21	29	38	45	53	60	67
\$99	4	7	13	21	29	39	46	53	61	68
\$100	4	8	14	22	30	39	46	53	61	68
\$101	4	8	14	22	30	39	46	54	61	68
\$102	4	8	14	22	30	39	46	54	62	69
\$103	4	8	14	22	30	39	46	54	62	69
\$104	4	8	14	22	30	39	46	54	62	69
\$105	4	8	14	22	30	39	46	54	62	69
\$106	4	8	14	22	30	39	46	54	62	69
\$107	4	8	14	22	30	40	47	55	63	70
\$108	4	8	14	22	31	40	47	55	63	70
\$109	4	8	14	22	31	40	47	55	63	70

MMS Output Matrix
Exhibit A to Output Addendum
DVD Order Minimums

BOX OFFICE	Revenue Group 1 Minimum (0-4K)	Revenue Group 2 Minimum (4-7K)	Revenue Group 3 Minimum (7-10K)	Revenue Group 4 Minimum (10-14K)	Revenue Group 5 Minimum (14-18K)	Revenue Group 6 Minimum (18-25K)	Revenue Group 7 Minimum (25-33K)	Revenue Group 8 Minimum (33-40K)	Revenue Group 9 Minimum (40-50K)	Revenue Group 10 Minimum (50+ K)
\$110	4	8	14	22	31	40	47	55	63	71
\$111	4	8	14	22	31	40	48	56	64	71
\$112	4	8	14	22	31	41	48	56	64	71
\$113	4	8	14	22	31	41	48	56	64	71
\$114	4	8	14	22	31	41	48	56	64	71
\$115	4	8	14	22	31	41	48	56	64	72
\$116	4	8	14	22	31	41	48	56	64	72
\$117	4	8	14	23	32	41	49	57	65	72
\$118	4	8	14	23	32	41	49	57	65	72
\$119	4	8	14	23	32	41	49	57	65	72
\$120	4	8	14	23	32	41	49	57	65	72
\$121	4	8	15	23	32	41	49	57	65	73
\$122	4	8	15	23	32	41	49	57	65	73
\$123	4	8	15	23	32	41	50	58	66	73
\$124	4	8	15	23	32	41	50	58	66	74
\$125	4	8	15	24	32	41	50	58	66	74
\$126	5	9	15	24	32	42	50	58	66	74
\$127	5	9	15	24	32	42	51	59	67	75
\$128	5	9	15	24	32	42	51	59	67	75
\$129	5	9	15	24	32	42	51	59	67	75
\$130	5	9	15	24	32	42	51	59	67	75
\$131	5	9	15	24	32	42	51	59	67	75
\$132	5	9	15	24	32	42	51	59	68	76
\$133	5	9	15	24	32	43	52	60	68	76
\$134	5	9	15	24	33	43	52	60	68	76
\$135	5	9	15	24	33	43	52	60	69	77
\$136	5	9	16	25	33	43	52	60	69	77
\$137	5	9	16	25	33	43	52	60	69	77
\$138	5	9	16	25	33	44	53	61	69	77
\$139	5	9	16	25	33	44	53	61	70	78
\$140	5	9	16	25	33	44	53	61	70	78
\$141	5	9	16	25	34	44	53	61	70	78
\$142	5	9	16	25	34	44	53	62	71	79
\$143	5	9	16	25	34	45	54	62	71	79
\$144	5	9	16	25	34	45	54	62	71	79
\$145	5	9	16	25	34	45	54	62	71	80
\$146	5	9	16	25	34	45	54	63	72	80
\$147	5	9	16	26	35	45	54	63	72	80
\$148	5	9	16	26	35	46	54	63	72	81
\$149	5	9	16	26	35	46	54	63	72	81
\$150	5	9	16	26	35	46	55	64	73	81
\$151	5	9	17	26	35	46	55	64	73	81
\$152	5	9	17	26	35	46	55	64	73	81
\$153	5	9	17	26	35	46	55	64	73	81
\$154	5	9	17	26	35	46	55	64	73	81
\$155	5	9	17	26	35	46	55	64	73	81
\$156	5	9	17	26	35	46	55	64	73	81
\$157	5	9	17	26	35	46	55	64	73	81
\$158	5	9	17	26	35	46	55	64	73	81
\$159	5	9	17	26	35	46	55	64	73	81
\$160	5	9	17	26	35	46	55	64	73	81
\$161	5	9	17	26	35	46	55	64	73	81
\$162	5	9	17	26	35	46	55	64	73	81
\$163	5	9	17	26	35	46	55	64	73	81
\$164	5	9	17	26	35	46	55	64	73	81

MMS Output Matrix
Exhibit A to Output Addendum
DVD Order Minimums

BOX OFFICE	Revenue Group 1 Minimum (0-4K)	Revenue Group 2 Minimum (4-7K)	Revenue Group 3 Minimum (7-10K)	Revenue Group 4 Minimum (10-14K)	Revenue Group 5 Minimum (14-18K)	Revenue Group 6 Minimum (18-25K)	Revenue Group 7 Minimum (25-33K)	Revenue Group 8 Minimum (33-40K)	Revenue Group 9 Minimum (40-50K)	Revenue Group 10 Minimum (50+ K)
\$165	5	9	17	26	35	46	55	64	73	81
\$166	5	9	17	26	35	46	55	64	73	81
\$167	5	9	17	26	35	46	55	64	73	81
\$168	5	9	17	26	35	46	55	64	73	81
\$169	5	9	17	26	35	46	55	64	73	81
\$170	5	9	17	26	35	46	55	64	73	81
\$171	5	9	17	26	35	46	55	64	73	81
\$172	5	9	17	26	35	46	55	64	73	81
\$173	5	9	17	26	35	46	55	64	73	81
\$174	5	9	17	26	35	46	55	64	73	81
\$175	5	9	17	26	35	46	55	64	73	81
\$176	5	9	17	26	35	46	55	64	73	81
\$177	5	9	17	26	35	46	55	64	73	81
\$178	5	9	17	26	35	46	55	64	73	81
\$179	5	9	17	26	35	46	55	64	73	81
\$180	5	9	18	27	35	46	55	64	73	81
\$181	5	9	18	27	35	46	55	64	73	81
\$182	5	9	18	27	35	46	55	64	73	81
\$183	5	9	18	27	35	46	55	64	73	81
\$184	5	9	18	27	35	46	55	64	73	81
\$185	5	9	18	27	35	46	55	64	73	81
\$186	5	9	18	27	35	46	55	64	73	81
\$187	5	9	18	27	35	46	55	64	73	81
\$188	5	9	18	27	35	46	55	64	73	81
\$189	5	9	18	27	35	46	55	64	73	81
\$190	5	9	18	27	35	46	55	64	73	81
\$191	5	9	18	27	35	46	55	64	73	81
\$192	5	9	18	27	35	46	55	64	73	81
\$193	5	9	18	27	35	46	55	64	73	81
\$194	5	9	18	27	35	46	55	64	73	81
\$195	5	9	18	27	35	46	55	64	73	81
\$196	5	9	18	27	35	46	55	64	73	81
\$197	5	9	18	27	35	46	55	64	73	81
\$198	5	9	18	27	35	46	55	64	73	81
\$199	5	9	18	27	35	46	55	64	73	81
200+	5	9	18	27	35	46	55	64	73	81