

AMENDMENT TO THE SONY ADDENDUM

THIS AMENDMENT is made as of this ___ day of _____, 200_, by and between Rentrak Corporation (“Rentrak”) and _____ (“Retailer”).
(Print Name of Business/Corporation)

A. Retailer currently participates in Rentrak’s proprietary pay-per-transaction (“PPT[®]”) system (the “PPT[®] System”) pursuant to, and is legally bound by, all terms and conditions of that certain Rentrak Agreement, Rentrak National Account Agreement or Rentrak Chain or Multiple Store Account Agreement signed by Retailer, as the case may be, as modified and supplemented by any amendments and/or addenda thereto (collectively, the “Current PPT[®] Agreement”); and

B. Retailer has previously executed an Output Addendum (the “Output Addendum”) with Rentrak, whereby Retailer will order, subject to the terms and conditions of the Current PPT[®] Agreement, all of the titles of Cassettes made available to Rentrak under PPT[®] by Sony Pictures Home Entertainment, Inc. (“SPHE”).

C. Retailer desires to order titles made available in the Blu-ray format. Section A of the recitals section of the SPHE Output Addendum is modified to include Blu-ray Discs in the definition of “Cassettes”.

D. Section 6. of the current SPHE Output Addendum is modified to include the following Output Fees for Blu-ray Discs only:

6. **Output Fees.** Retailer agrees to pay the following order processing fees, transaction fees, sell through fees, end of term buyout fees, Guarantees and other fees to Rentrak on all Blu-ray Discs of Rental Pictures (collectively, the “Output Fees”) and comply with the following:

6.1. **Order Processing Fee.** Retailer shall pay Rentrak an order-processing fee of \$1.75 per Blu-ray Disc.

6.2. **Transaction Fees.** Retailer shall pay Rentrak a transaction fee equal to the greater of (i) fifty percent (50%) of all rental revenue generated on all rental transactions involving Blu-ray Discs of Rental Pictures, or (ii) \$1.65 on each rental transaction (including zero dollar rentals).

6.3. **Other Fees.** Retailer shall have no right to sell, and shall not sell any Blu-ray Discs of a Rental Picture prior to the 63rd day after the title’s street date. Retailer shall pay Rentrak a fee of \$25.00 for each Blu-ray Disc of a Rental Picture reported or discovered lost, stolen or missing from Retailer’s store inventory during the first sixty-three (63) days from the title’s street date.

6.4 **Sell-Through Fees.** Retailer may sell previously viewed Blu-ray Discs as provided in this paragraph 6.4.

6.4.1. Commencing on the sixty-third (63rd) day after a Rental Picture’s street date and continuing until the expiration of the title’s lease term Retailer may sell Blu-ray Discs of such title.

6.4.2. Notwithstanding paragraph 6.4.1, Retailer agrees to retain and make available for rental a minimum of one copy of each rental picture, or if greater, (i) fifty percent (50%) of all Blu-ray Discs of each Rental Picture through the first 90 days of the title's lease term; and (ii) twenty-five percent (25%) of all Blu-ray Discs of each Rental Picture through the first 120 days of the title's lease term. Retailer agrees to retain and make available for rental at least one Blu-ray Disc of each Rental Picture during the title's entire lease term.

6.4.3. Retailer shall pay Rentrak a sell through fee for each Blu-ray Disc sold pursuant to this paragraph 6.4. The sell through fee shall be the greater of \$5.00 or fifty percent (50%) of sales revenue per Blu-ray Disc.

6.5 Guarantees. For each Blu-ray Disc Rental Picture Retailer shall guarantee Revenue Sharing Transaction Fee payments, including Sell-Through Fee payments on a Rental Picture-by-picture basis equal to \$12 per Blu-ray Disc on Rental Pictures with a box office of \$1,000,000 or more, and \$4 per Blu-ray Disc on Rental Pictures with a box office less than \$1,000,000 (referred herein as the "Guarantee"). Order Processing Fee or Other Fee payments do not apply towards the Guarantee. The Guarantee shortfall, if any, will be billed once the Rental Picture has reached the end of its Lease Term. The Blu-ray Guarantee is not included in or averaged with the Guarantee for other Rental Picture formats outlined in the definition of Cassettes.

This Addendum shall become effective and legally binding as of the date of mutual execution by the parties (the "Effective Date") and shall continue in effect for a term commencing as of the Effective Date and expiring on the anniversary of the Street Date of the first Output Title ordered by Retailer under the SPHE Output Addendum, unless sooner terminated in accordance with the provisions hereof.

Except as expressly amended by this Amendment, all terms and conditions of the Current PPT[®] Agreement and the SPHE Output Addendum shall remain in and be given full force and effect with respect to all Cassettes that Retailer leases from Rentrak and Retailer hereby ratifies and confirms all such terms.

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

RENTRAK:

RETAILER:

RENTRAK CORPORATION

(Print Name of Business/Corporation)

By: _____

By/Signature: _____

Title: _____

Print Name: _____

Print Title: _____

Rentrak Account No.(s): _____

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