

ITEM 120-2006-R0703 ATTACHMENT

DMPBSO41003

**NIELSEN STATION INDEX SERVICE AGREEMENT
FOR PUBLIC BROADCAST STATIONS IN DIARY MARKETS**

for

**Montana Board of Regents of Higher Education on Behalf of
Montana PBS (KUSM-TV Bozeman & KUFM-TV Missoula)**



Nielsen
Media Research

Nielsen Station Index Service Agreement Public Broadcast Stations in Diary Markets

Nielsen Media Research, Inc.
150 North Martingale Road
Schaumburg, IL 60173-2076

Date of Proposal: May 12, 2003

Montana Board of Regents of Higher Education ("Client"), a(n) **Montana** [State]

(check one and client please initial) _____

- corporation
 partnership
 limited liability company/partnership
 individual d/b/a _____
 other _____

with its principal offices at **172 VCB, MSU Bozeman, MT 59717**, on behalf of television station(s) **see Appendix "DD" 1.0**, located in or near the city of **see Appendix "DD" 1.0** and its satellite(s), if any, as listed in Appendix "AA" hereby request(s) a license for Nielsen Station Index Service for Public Broadcast Stations in Diary Market Service ("NSI Service") for the following Market(s) **see Appendix "DD" 1.0** ("Client's Market(s)) and Nielsen Media Research, Inc. ("NielsenTV") hereby agrees to furnish such service on the following terms and conditions:

A. Scope of Service

1. **Areas Measured** shall be substantially as defined in Appendix "CC," Local Reference Supplement.
2. **Sampling Methods** shall be substantially as described in Appendix "CC."
3. **Measurement Methods** shall be substantially as described in Appendix "CC."
4. **Sample Sizes.** See Section I. of Appendix "AA." For further details, statistical interpretations, etc., see Appendix "BB," Sample Regular Data Analysis.
5. **Number of Measured Weeks.** A measurement normally covers four consecutive weeks of broadcasting. Where desirable, e.g., to avoid Daylight/Standard time changes, or to exclude unusual one-time events, the periods may be shortened to two (2) or three (3) weeks or expanded to include three (3) or four (4) measured weeks out of five (5) calendar weeks.
6. **Months Measured** shall be as specified in Section II. of Appendix "AA," provided that the measurement(s) may be rescheduled by up to thirty-one (31) days immediately before or after the measurement periods specified.
7. **Types of Analyses** shall be as follows:
 - (a) **Regular Data Analyses** are NSI Monthly Data Analyses, per attached Appendix "BB", first Analysis covers survey period ending **February 26, 2003**.
 - (b) **Special Data Analyses** which are, generally, retabulations or special cross-analyses of NSI information in forms other than those shown in Regular Data Analyses are available, at Client's request, at extra charges specified on request; provided that NielsenTV shall be obligated to furnish only such Special Analyses as are deemed, by NielsenTV, to be reasonably accurate and not inconsistent with the divulgence policies of NielsenTV.

8. Copies of Each NSI Regular Data Analysis shall be furnished to Client as follows:

(a) Master Copy. One Master Copy of each Regular Data Analysis is supplied without added charge.

(b) Extra Copies. Extra copies of Regular Data Analyses for the use by Client's directors, partners, broadcast consultants, officers and employees whose names and addresses shall be supplied to NielsenTV by Client, are to be paid for by Client as specified in Section C.1.(c).

(c) Information in Each Regular Data Analyses shall be substantially as shown in Appendix "88" and is subject to limitations and qualifications set forth therein and Appendix "CC". Stations reported and audience estimates reported shall be substantially in accordance with NielsenTV standards as stated in Appendix "CC."

10. Delivery. All Regular Data Analyses will be delivered as rapidly as practicable. NielsenTV reserves the right to discontinue any Data Analyses if the same or similar data is contained in electronic data transmissions furnished to Client.

B. COMMENCEMENT, DURATION AND TERMINATION

1. Commencement Date. This Agreement, and NSI Service hereunder, shall commence on the first day of **February 2003** ("Commencement Date").

2. Duration. **SUBJECT TO THE PROVISIONS OF SECTION B.4., THIS AGREEMENT AND NSI SERVICE HEREUNDER, SHALL HAVE A "MINIMUM DURATION" OF FIVE (5) YEARS AND SHALL CONTINUE THEREAFTER UNTIL THIS AGREEMENT IS TERMINATED AS PROVIDED IN SECTIONS B.3 OR B.4.; AND THE SAID MINIMUM DURATION SHALL AFFECT THE BASE RATE OF NSI SERVICE, AS SET FORTH IN APPENDIX "AA," SECTION III.**

3. Termination by Client. This Agreement, and NSI Service hereunder, may be terminated by Client, for any reason, by serving notice in writing on NielsenTV at any time, which notice shall be effective on expiration of the eighth month next following the month during which notice shall have been served or upon such later date as specified by Client; provided, however, that such termination shall not in any case be effective:

(a) Prior to expiration of the period of Minimum Duration specified in Section B.2.

(b) See Section C.3. for rate adjustment applicable to such termination.

(c) In the case of such termination the final eight (8) months of service shall be deemed the "Termination Period".

4. Termination by NielsenTV. This Agreement and NSI Service hereunder, may be terminated by NielsenTV, for any reason, by serving notice on Client at any time and by refunding promptly all moneys paid for services not to be rendered, which notice shall not become effective prior to expiration of the period of Minimum Duration specified in Section 8.2., except, however, that termination may be effective on any date specified by NielsenTV in such notice in the event of non-performance and/or breach by Client of anyone or more of its obligations hereunder, or if NielsenTV shall be unable for any cause beyond its control to fulfill its obligations hereunder, or if NielsenTV shall terminate NSI Service, covering Client's Market, to all stations then subscribing to NSI Service for the said market.

5. Termination of License. Upon termination or expiration of this Agreement, the license granted to Client hereunder shall automatically terminate.

C. PRICES AND TERMS

1. Price of Service, etc. Client agrees to pay NielsenTV for NSI Service and the license to use NSI Analyses, as follows:

(a) For Regular Data Analyses. A Net Charge obtained by applying to the Base Rate, determined in accordance with Section III. of Appendix "AA" (after any alterations required to reflect conditions then existing), the discounts and adjustments and surcharges then applicable pursuant to Sections C.2. through C.9.

(b) For Special Data Analyses, if ordered by Client: Charges quoted in each case or, in the absence of a quotation, reasonable charges in relation to NielsenTV's costs.

(c) Extra Copies of Regular Data Analyses ordered by Client will be furnished at NielsenTV's standard price as announced to clients from time to time.

(d) Electronic transmissions of Data Analyses, if applicable, may be subject to additional charges as determined by NielsenTV.

2. Satellite Station Surcharge. In the event Client includes or adds a satellite station(s) under this Agreement, a ten percent (10%) surcharge will be added to Client's base rate for each satellite station effective the month in which NielsenTV commences providing the satellite service.

3. Termination of Service. An amount equal to ten percent (10%) of Client's Monthly Base Rate shall be added to Client's invoices during each of the eight (8) months of the Termination period.

4. Change in Status. In the event that Client (i) changes or has changed its ownership, management, joint operating agreement or other business relationship with respect to the station(s) licensed under this Agreement, (ii) enters or has entered into any management, joint operating agreement or other business relationship with one or more stations in the Market(s) specified herein, (iii) is or was purchased or controlled by an entity owning or otherwise controlling other stations in the Market(s) specified herein, or (iv) purchases, or an entity which is in any manner controlled by it purchases, at any time, another station in the Market(s) specified herein, Client shall give NielsenTV written notice of such change and the effective date thereof not later than thirty (30) days thereafter. Client agrees that NielsenTV has the right to re-determine the Monthly Base Rate(s) specified herein, as well as any ancillary services, in accordance with NielsenTV's then current rates, effective as of the first day of the month following the date of the occurrence of any event described in (i) through (iv) above, whether or not Client notifies NielsenTV thereof, to incorporate into this Agreement service for said station(s). Client further agrees that if its parent company, other controlling entity, or any entity in any manner related to Client, purchases or otherwise acquires a controlling interest in a station in Client's Market(s) that is not licensed by NielsenTV for the same NSI Service as that licensed hereunder, as well as any ancillary services, NielsenTV may re-determine Client's Monthly Base Rate accordingly, to incorporate into this Agreement service for said station(s).

5. Special Credits or Rebates.

(a) **Substandard Sample Alternatives.** In the event that the in-tab sample for a Regular Data Analysis is less than the minimum in-tab household standard as shown in Table 7 of the Regular Data Analysis, such Analysis will be revised to delete Metro Ratings or any data not in compliance with said NSI minimum in-tab household standard. Should such revision not be practicable, such Analysis will not be distributed and Client shall be credited with the entire net billing otherwise due for such Analysis or NielsenTV may offer to supply (on request from Client within fifteen (15) days after notice from NielsenTV that the Regular Data Analysis will not be distributed) a single copy of a Special Data Analysis (distinctively labeled) for management purposes only and in such event no credit will be provided to Client.

(b) A.P.

(c) **Coverage Discount.** In the event the NSI Client station fails to reach a Weekly Cumulative Audience of at least fifty-one percent (51 %) of the Metro or Central Area TV Households, Sunday-Saturday 9AM to Midnight, based on an average of the three all-market measurement periods of November, February, and May, a Coverage Discount shall be applicable as follows:

Metro Weekly Cume Level

Coverage Discount

(1) 9.5%to 20.9%	50% off net
(2) 21.0 to 30.9%	35%
(3) 31.0 to 40.9%	25%
(4) 41.0 to 50.9%	5%
(5) 51% or over	None

Such Coverage Discounts shall be applied against the otherwise applicable Base Rate and shall be operative at the level computed as of a given annual average of the all-market measurement periods until a re-determination of the level is made at the next annual averaging on the anniversary of this Agreement. A station must be on the air for at least twelve (12) months preceding the start date of the Agreement for the station to be eligible for the Coverage Discount. If Client's Station is in a non-Metro NSI market or is located outside of the Metro Area of a Metro NSI market the Designated Market Area (DMA) cume level shall determine the Coverage Discount. Client acknowledges that the Coverage Discount replaces any and all other discounts in this Section C.5.

6. Surcharge for Taxes. All net charges hereunder shall be increased to the extent of any sales, use or other tax, on NSI Data Analyses or Service, which may be payable or required to be collected by NielsenTV.

7. Billing and Payment:

(a) **Regular Data Analyses.** Each Monthly Net Charge is billable on or after the first day of such month.

(b) **Special Analyses and Extra Copies of Regular Data Analyses** are billable on or after shipment.

(c) Client agrees to pay each invoice promptly on presentation but in no event later than thirty (30) days thereafter. All amounts not paid within 30 days after presentation be considered in default and shall bear interest at the rate of eighteen percent (18%) per annum (or the highest rate allowed by applicable law, if lower) from the date due until paid, payable on demand.

8. Default in Payment. If Client shall remain in default with respect to the payment of any invoices rendered in accordance with the provisions of this Agreement (including any interest due as specified in Section C.7.(c)), then NielsenTV may, following notice to Client, suspend all services and licenses hereunder without thereby being in default of NielsenTV's obligations, or affecting Client's obligations, under this Agreement.

9. Billing for the Terminal Year. If NSI Service is terminated by either Client or NielsenTV, the number of monthly charges* for Regular Data Analyses with respect to the terminal year (which shall begin on the anniversary of the Commencement Date specified in Section B.1.) shall be:

$$\left(\frac{D}{S} \times 12\right)$$

where D = Number of delivered Regular Data Analyses scheduled for measurement during the terminal year.
S = Number of Regular Data Analyses ordered (pursuant to Section II. of Appendix "AA") with respect to said terminal year.

* Subject, however, to fulfillment of the Termination Period.

10. Costs of Enforcement. If NielsenTV retains a collection agent and/or counsel for the purpose of enforcing its rights under this Agreement, Client agrees to pay on demand, NielsenTV's costs and fees (including court costs, collection agent and attorney's fees and costs of investigation) in connection therewith.

D. GENERAL PROVISIONS

1. Non-Exclusive Service. NSI Service. is furnished and licensed on a non-exclusive basis, and NielsenTV is not restricted hereunder or otherwise from furnishing, to any other person, corporation or other entity, any type of information, data or service.

2. Permissible Uses, etc. Client agrees to adhere strictly to the provisions set forth in the attached Appendix "CC" under the caption, "Permissible Uses of NSI Analysis Data," and not use or attempt to use all or any portion of the NSI data or any abstracts or summaries thereof in any legal proceeding (including, but not limited to, any use in litigation and/or use with any governmental investigatory, regulatory or other body or authority.

3. Client Responsibility. Client assumes full responsibility to NielsenTV for any violation (whether occurring before or after termination hereof) by any director, partner, officer, employee, consultant, agent or representative of Client of any obligation assumed by Client hereunder and agrees to take all steps necessary to ensure understanding of and compliance with this undertaking by all persons having access to NSI materials licensed or furnished hereunder. Client acknowledges that a violation of any of the provisions contained or referred to in this Section or Sections D.2., D.7., or D.8. hereof will cause irreparable harm to NielsenTV's business, for which there is no adequate remedy at law. Accordingly, in the event of any such violation, Client agrees that NielsenTV shall be entitled, in addition to any other remedies it may have, at law or in equity, to immediate and permanent injunctive relief against Client, its employees, agents and/or other third parties acting through, for or with any of the foregoing. Client is responsible for the confidentiality and security of the ID(s) and password(s) provided by NielsenTV for access to any and all NielsenTV information, data or service(s), and all charges therefrom, whether or not authorized by Client.

4. Data Regarding Client's Station. Client consents to NielsenTV's inclusion of, in NSI Analyses or other material furnished to Client and/or any other persons, data pertaining to Client's station as reported by NielsenTV.

5. Accuracy, Errors, Non-Performance, etc.

(a) NIELSEN TV DISCLAIMS AND CLIENT HEREBY WAIVES, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, TO CLIENT OR TO ANY THIRD PARTY, WITH RESPECT TO ANY REPORTS OR INFORMATION PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS THEREOF FOR ANY PARTICULAR PURPOSE. The foregoing disclaimer shall neither act as nor constitute an admission by NielsenTV that any of the foregoing constitute goods, commodities, or tangible personal property under or for the purposes of any applicable law.

(b) Effect of Sub-Standard Conditions. NielsenTV shall not be obligated to furnish any NSI data hereunder when, in NielsenTV's opinion, conditions are such as not to permit NSI techniques to produce such data in accordance with NielsenTV standards, nor shall Client be entitled to any right of termination or abatement of price hereunder by reason of failure by NielsenTV to publish NSI analyses or data for such reasons, except as provided in sub-section D.5(c).

(c) Limitation of Liability. Except for the refund specification provided in this subsection 5(c), NielsenTV shall not be liable, in contract or tort, for any loss, cost, expense, injury or damage of any kind, including, without limitation, any incidental or consequential damages (including, without limitation, lost profits and loss of or damage to goodwill), even if NielsenTV is advised or has knowledge of the possibility thereof, directly or indirectly resulting from (i) NielsenTV's failure, for any reason, to furnish any NSI Analyses as required by this Agreement; (ii) any errors, inaccuracies or omissions in any NSI Analyses; (iii) any action or inaction, whether or not negligent, of NielsenTV, or any person acting on NielsenTV's behalf, in compiling or publishing any NSI Analyses or in delivering or communicating the same to Client or others, or from the use or publication of the same by Client or others; or (iv) contingencies beyond NielsenTV's control. If any errors, inaccuracies or omissions occur, it will be NielsenTV's policy, if feasible, to furnish appropriate correction notices. If NielsenTV shall fail, for any reason, to furnish any NSI Analyses, NielsenTV shall provide Client with a refund or credit (as appropriate) of any amount paid for the subject NSI Analyses and NielsenTV's liability shall be limited to such refund or credit, Client agreeing that such remedy shall be Client's sole and exclusive remedy, at law or in equity, in the event of the occurrence of any event described in (i) through (iv) above.

6. Program Names. Client agrees to supply to NielsenTV at the time requested by NielsenTV a suitable program name for Client's station for each quarter hour of telecasting for Client's station and satellites, if any, to be reported by NSI, such listings to indicate major changes, substitution and/or revisions of normal scheduling for the multi-week reporting period. In the event that such records as supplied to NielsenTV may prove to have been inaccurate or inadequate so that in NielsenTV's judgment a correction notice for a published NSI Regular Data Analysis becomes necessary, Client agrees to pay for all reasonable reprocessing, printing, and distribution charges incurred by NielsenTV in the issuing of a suitable correction notice.

7. Identity of Sample Households. Client agrees that it will not, under any circumstances, attempt to ascertain the name, location of, or other particulars with respect to, or contact, any household furnishing

television information to NielsenTV, nor shall NielsenTV be under any obligation to provide Client with access to any such household or information relating thereto. Client also agrees that if it becomes aware of any information regarding any NielsenTV household it will keep such information confidential and not divulge or use such information and it will promptly report to NielsenTV any such information that has come to its attention, including attempts by such households to voluntarily provide Client or others with information concerning any aspect of their participation in a NielsenTV television surveyor offers by third parties of such information. Client also agrees that it will not permit any of its employees to participate in any such surveyor to help any participating family with any activity connected with NielsenTV television data collection.

8. Title to NSI Material. Client recognizes that all printed or written material or electronic data transmission supplied hereunder is furnished merely to convey the information therein contained and that such material remains the property of Nielsen TV, licensed to Client for confidential use in accordance with the provisions of the Agreement; and Client agrees to return the master copy, all extra copies of every Regular Data Analysis and all summaries and abstracts thereof to NielsenTV on demand at any time more than two (2) years after the date of delivery (except upon termination of this Agreement, return shall be made on demand) at Client's expense, except that if any such analysis has been destroyed prior to such demand, Client shall certify such destruction.

9. Survival of Terms. The provisions of paragraph C.6., C.10., D.2., D.3., D.5., D.7., D.8., and D.10. hereof shall survive termination of this Agreement.

10. Adjustment of Billings, etc. Upon discovery of any error in billing of or payment for NSI Service hereunder, either party hereto may, within twelve (12) months following the making of said error, but not more than three (3) months following delivery of the last NSI Regular Data Analysis due hereunder, serve notice on the other party, requesting adjustment; and any such claim found to be justified shall be settled promptly.

11. Improvement, Revision of Agreement, etc. To facilitate improvements in NSI Service, and to meet changing conditions and unforeseen circumstances, NielsenTV shall have the following rights:

(a) To make, without notice, any changes in the Regular Data Analysis areas measured, Analysis format, specifications, information and techniques which: (1) in its judgment will tend to create a net improvement in NSI Service, or (2) may be requested or recommended by the Media Rating Councilor required by government action, or any changes in the Reference Supplement, from time to time.

(b) To serve notice on Client setting forth such other changes of format, schedules, specifications, techniques or information, or of prices and/or other provisions of this Agreement excluding Section C.4, as NielsenTV shall deem necessary or desirable and stating the effective date thereof, which shall be not less than thirty (30) days after serving such notice. Such changes shall become effective on the stated date; provided, however, that in the case of price changes excluding Section C.4, Client may notify NielsenTV in writing, within thirty (30) days after service of NielsenTV's notice, of its refusal to accept such changes. Client's notice of refusal shall operate as notice of termination of this Agreement as of the effective date of the price changes and in the event of Client's refusal (as aforesaid), such price changes shall not be applicable to Client: provided, however, that NielsenTV, solely within its own discretion, may at that time elect to forego such changes in price and continue this Agreement.

12. Modification/Waiver. This Agreement shall not be modified except in writing. Only the Chief Executive Officer, President or Coordinating Vice President is authorized to execute any such modification for NielsenTV. No waiver by either party of any breach of the Agreement by the other shall be deemed to be a waiver of any preceding or subsequent breach thereof.

13. Assignability. This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees and successors of the parties, except that neither this Agreement nor any of Client's rights or obligations shall be assigned, transferred or otherwise encumbered by Client without the prior written consent of NielsenTV, which consent will not be unreasonably withheld. Notwithstanding the foregoing, NielsenTV may accept payment or performance hereunder from any purported transferee or successor without waiving its right to enforce the provisions of this Agreement (including, without limitation, all of Client's payment obligations hereunder) against Client at any time. NielsenTV reserves the right to assign, transfer, set over or sell its rights and obligations hereunder to any successor to NielsenTV or its NSI business, including, without limitation, any corporation or other transferee controlling, controlled by or under common control with NielsenTV, and reserves the right to have all services rendered by such successor upon notice to Client.

14. Notice. Each notice required hereunder shall be in writing and deposited thereof in the United States mail addressed by registered or certified mail to Client at:

Client Name: **Montana Broad of Regents of Higher Education on behalf of Montana PBS (KUSM-TV & KUFM-TV)**
Attention/Title: **Mr. Aaron Pruitt / Director of Programming**
Address: **172 VCB, MSU**
City/State/Zip: **Bozeman, MT 59717**

or to NielsenTV at Nielsen Media Research, Inc., 150 North Martingale Road, Schaumburg, IL 60173-2076, Attention: Coordinating Vice President, with a copy to Nielsen Media Research, Inc., 770 Broadway, New York, NY 10003-9595, Attention: General Counsel; or to such other address as either party hereunder shall subsequently notify the other.

15. Acceptance and Construction. This Agreement shall be executed by Client within sixty (60) days of the proposal date and, following execution by Client, is subject to acceptance by NielsenTV in Schaumburg, Illinois, and until so accepted shall not constitute a contract. The Agreement shall be construed under the laws of the State of Illinois applicable to agreements to be performed entirely therein, and to resolve any controversy or claim arising under or related to this Agreement. Only the Chief Executive Officer, President or Coordinating Vice President shall have the power of acceptance.

16. Appendices "AA" (Rate Computation), "BB" (Sample Regular Data Analysis, Viewers in Profile Report), "CC" (Reference Supplement, as it may be revised by NielsenTV from time to time) and "DD" (Rider), as attached hereto and acknowledged as received by Client, are hereby incorporated in this Agreement with the same full force and effect as though specifically set forth herein.

17. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and replaces all prior negotiations and agreements, whether oral or written, with respect to the subject matter.

AGREED AND ACCEPTED:

NIELSEN MEDIA RESEARCH, INC.

SCHAUMBURG, ILLINOIS

Signed: _____

Title: _____

Date: _____

Montana Board of Regents of Higher Education on behalf of Montana PBS (KUSM- TV Bozemen & KUFM- TV Missoula)
(CLIENT-full legal name)

Signed : _____
(duly authorized office or agent)

Name: _____
(Print/Type)

Title: _____

Date: _____

Appendix "AA"
to
NIELSEN STATION INDEX SERVICE AGREEMENT
(Public Broadcast Stations in Diary Markets)
Rate Computation

Date of Proposal: **May 12, 2003**

Nielsen Media Research, Inc. and **Montana Board of Regents of Higher Education** for television Station **see Appendix "DD"1.0** serving Client's Market(s) **see Appendix "DD"1. 0.**

Agreement Effective Date: **February 1, 2003**
Appendix "AA" Effective Date: **February 1, 2003**

Diary Market

- I. Target Sample Size
Estimated Net In- Tab Diary Households
Diary Monthly Analysis

	KUSM	KUFM
	Butte-Bozeman	Missoula
November	<u>450</u>	<u>315</u>
February	<u>450</u>	<u>315</u>
May	<u>450</u>	<u>315</u>
July	<u>450</u>	<u>315</u>

II. Regular Data Analyses per year shall be **Four (4) for each Diary Market.** Months reported shall be those listed below:

November	February	May	July
----------	----------	-----	------

III. Base Rate per Month (See Section B.2., C.1.(a) and C.2. of the Agreement):

Years: <u>Five (5)</u>	KUSM-TV	KUFM-TV
	Butte-Bozeman	Missoula
<u>February 1, 2003 -January 31, 2004</u>	<u>\$277.30</u>	<u>\$0.00</u>
<u>February 1, 2004 -January 31, 2005</u>	<u>\$296.71</u>	<u>\$0.00</u>
<u>February 1, 2005 -January 31, 2006</u>	<u>\$317.48</u>	<u>\$0.00</u>
<u>February 1, 2006 -January 31, 2007</u>	<u>\$0.00</u>	<u>\$368.13</u>
<u>February 1, 2007 -January 31, 2008</u>	<u>\$0.00</u>	<u>\$393.89</u>

*In each succeeding year following the completion of the Minimum Duration, a new Base Rate shall be established by applying a fifteen percent (15%) increase over the prior year's Base Rate. Such adjustment shall be applied prior to application of any discounts or surcharges.

**For each satellite station, there is a surcharge of 10% per month. This surcharge is not included in the base rate.

Page 2 of 2
Appendix "AA"
to
NIELSEN STATION INDEX SERVICE AGREEMENT
(Public Broadcast Stations in Diary Markets)

IV. Satellite(s) to Parent Station:

1. The following satellite stations comply with Appendix "CC," Parent/Satellite Reporting Policy and are subject to Section C.2. of this Agreement.

Call Letters	City and State	NSI Market	Satellite Surcharge
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %

2. In the event that the terms of the NSI Agreement of which this Appendix "M" is a part are terminated for any reason as to any of the above satellites, each satellite's charges per Section C.2. for the terminal year will be calculated as per Section C.9. of the NSI Agreement. In such event, the terms of this Agreement will remain in full effect for the Parent Station and remaining satellite(s), if any.

3. All terms of this Agreement other than this Section IV .shall apply equally to the parent and satellite stations.

Appendix "BB"
to
NIELSEN STATION INDEX SERVICE AGREEMENT
(Public Broadcast Stations in Diary Markets)

Sample NSI Regular Analysis Following This Page

Appendix "CC"
to
NIELSEN STATION INDEX SERVICE AGREEMENT
(Public Broadcast Stations in Diary Markets)

Local Reference Supplement Following this Page

Appendix "DD"
to
NIELSEN STATION INDEX SERVICE AGREEMENT
(Public Broadcast Stations in Diary Markets)

Date of Proposal: **May 12, 2003**

Nielsen Media Research, Inc. and **Montana Board of Regents of Higher Education** for television Station **see Appendix "DD" 1.0** serving Client's Market(s) **see Appendix "DD" 1.0.**

1.0

<u>Station</u>	<u>Near the City of</u>	<u>Market</u>	<u>Regular Data Analysis</u>		<u>Channel Number</u>	<u>Network Affiliation</u>
			<u>Per year</u>	<u>Monthly</u>		
KUSM	Butte-Bozeman	Butte-Bozeman	4		9	PBS
KUFM	Missoula	Missoula	4		11	PBS