

Numeris

Broadcaster Encoding Requirements

A Publisher Subscriber (including its Authorized Affiliates) identified as a Broadcaster in the applicable Order Form (“**Broadcaster**”) that subscribes to a Numeris Meter Service described below is subject to these encoding requirements (the “**Encoding Requirements**”).

Unless otherwise defined in these Encoding Requirements, capitalized terms will have the meaning given to them in the Numeris Subscription Terms of Use, available online at www.numeris.ca/subscription-terms/.

1. Encoding

- (a) Numeris operates in Canada a radio and television electronic meter measurement service using the Personal People Meter (“**PPM**”) technology (“**Meter Service**”). In order to achieve the measurement of broadcasters’ audiences in the Meter Service, Numeris requires that the signals transmitted by broadcasters be encoded with an embedded signal. Upon subscribing to the Meter Service, Numeris and Broadcaster will agree which of the Broadcaster’s signals will be encoded.
- (b) Encoding functionality is provided to the Broadcaster with either Numeris-supplied equipment (“**Encoders**” and/or “**Monitors**”) (together, the Encoders and Monitors are referred to as “**Equipment**”), and/or by third-party software and/or hardware solutions certified by Numeris (“**Third-Party Encoding Solutions**”). Collectively the Equipment and Third-Party Encoding Solutions are referred to as the “**Encoding Solutions**”.
- (c) The Broadcaster is responsible for ensuring each signal is encoded continuously using the selected Encoding Solutions. To ensure each signal is encoded continuously, Numeris recommends that, as part of the Encoding Solutions implemented by the Broadcaster, a backup encoding function be available for each of the Broadcaster’s signals in the event the primary encoding function fails, and that a monitoring function for each of the Broadcaster’s signals be implemented to alert the Broadcaster when the encoding function is not working properly or is no longer taking place. Numeris suggests that monitoring solutions used for each of the Broadcaster’s signals be integrated with the broadcast monitoring system which will allow the Broadcaster to be alerted via its pre-existing air/fault alarm system, if one exists. If the Broadcaster does not adhere to these practices for encoding and backup of each signal, the Broadcaster must assume liability for any disruption to its signals. The Broadcaster acknowledges that if a signal stops encoding, the audience corresponding to that signal will not be measured and will be reported as zero for the affected period.
- (d) The Broadcaster shall encode its signals according to the Numeris Encoding Policy. If the Broadcaster subscribes to the radio Meter Service, the Broadcaster is required to separately encode the internet streaming signals from their over-the-air counterparts.
- (e) In order to ensure that the Broadcaster does not add codes that will interfere with the normal operation of the Meter Service, the Broadcaster will use its best efforts to consult with Numeris in advance if it is planning to permit the signals to be encoded with codes other than those provided by Numeris.
- (f) At all times the Broadcaster shall operate the Encoding Solutions in a careful and proper manner and in compliance with all applicable laws, ordinances, rules and regulations.
- (g) The Broadcaster shall not decompile, disassemble or reverse engineer the Encoding Solutions or any portion thereof, including but not limited to any software or hardware contained within the Encoding Solutions.

- (h) The Broadcaster agrees that Numeris shall, upon reasonable notice during normal business hours, be entitled to have access to any location at which signals are encoded, either by Encoders or Third-Party Solutions, for the purposes of ensuring that they are being used in accordance with these Encoding Requirements.

2. Use of Numeris Encoding Equipment

To the extent the Broadcaster uses Equipment as part of its Encoding Solution:

- (a) Equipment intended for use by the Broadcaster in connection with the encoding of the signals may have already been provided to the Broadcaster, or will be delivered to the Broadcaster by Numeris as soon as reasonably practicable after the Broadcaster's execution of the Order Form. Some Equipment may be provided at no additional cost to the Broadcaster ("**Entitlement**"), while additional Equipment required by the Broadcaster may be leased from time to time by the Broadcaster at the established cost. All Equipment provided or leased to the Broadcaster prior to the execution the Order Form or during the term of the Agreement is subject to these Encoding Requirements.
- (b) The type of Equipment used to encode the signals is determined by Numeris' engineer in consultation with the Broadcaster's engineer. Numeris keeps a record of the Equipment assigned to the Broadcaster, Equipment location, PPM Codes assigned to each signal (PPM Codes are embedded in the Equipment), and contact information for a broadcast engineer at each location. The Broadcaster will inform Numeris of any staffing changes impacting the broadcast engineer on Numeris's records as soon as practical.
- (c) The Broadcaster shall use reasonable efforts to ensure that Encoders are kept at all times at the locations indicated in Numeris's records. None of the Encoders shall be moved to a different location other than that specified in Numeris' records without Broadcaster first informing Numeris in writing. In no event shall any Encoder be moved to a location outside Canada without Numeris' consent.
- (d) The Broadcaster can only use each Encoder in association with the signal as designated by Numeris. Any changes to the deployment of Encoders, including reassigning of Encoders among stations or among a station's signals, or discontinuing encoding of a signal, can only be done in association with Numeris.
- (e) Title to, property in and ownership of the Equipment shall remain with Numeris at all times and shall remain Numeris' personal or movable property. The Broadcaster shall not permit the Equipment in any way to be sold, assigned, leased or sub-leased or made subject to any lien or other form of encumbrance in whole or in part. Equipment no longer required by the Broadcaster shall be returned to Numeris.
- (f) Numeris will use commercially reasonable efforts to provide the Broadcaster with the tools and knowledge required to keep the signals encoded successfully.
- (g) The Broadcaster agrees to provide accessible, air conditioned space and dedicated electrical service 24 hours daily, 7 days a week sufficient to operate the Equipment.
- (h) The Broadcaster shall not be responsible for any damage to or caused by the Equipment unless as a result of its negligence or willful misconduct.
- (i) Numeris will be responsible for the repair or replacement of Equipment. The Broadcaster shall not attempt to make any repairs, modifications, alterations or additions to the Equipment whatsoever. If the Broadcaster is experiencing any technical or other problems with the Equipment, the Broadcaster shall immediately advise Numeris, and Numeris will either repair or replace (at its discretion) the Equipment, as soon as practical.

- (j) Numeris licenses from Nielsen Audio (formerly Arbitron Inc.) the technology and software applications (the “**Applications**”) related to the Equipment. In connection with the Broadcaster’s use of the Equipment under these terms and conditions, Numeris hereby grants to the Broadcaster permission to use the Applications, but only to the extent that such use is required for the purposes of the Broadcaster fulfilling its obligations hereunder and for no other purposes whatsoever.
- (k) Although Numeris has no reason whatsoever to doubt that Nielsen Audio is the sole owner of the Applications related to the Equipment, Numeris agrees to indemnify the Broadcaster, its directors, officers and employees from any and all claims, actions, suits, proceedings, and damages (collectively “**Losses**”) arising out of any claim that the Broadcaster’s use of the Equipment in accordance with these Encoding Requirements infringes any Canadian patent or copyright of a third party or rights of such third party provided that such Losses are awarded in any final judgment on any prior notified claim by a court of competent jurisdiction from which judgement no appeal has been or can be taken, or from a settlement of any matter which is consented to by Numeris, acting reasonably. Numeris shall have no obligation to indemnify the Broadcaster to the extent (i) the infringement is caused by the Broadcaster’s failure to adhere to the terms of these Encoding Requirements, or (ii) the indemnification of the Broadcaster by Numeris in any case is prohibited by any laws which may be in effect from time to time. Numeris shall have indemnification obligations only in the event that the Broadcaster has promptly provided notice to Numeris of the claim or judgment and has extended its full cooperation to Numeris in defending against the claim or in proceedings leading up to such judgment. Notwithstanding anything else, Numeris’ liability for indemnification hereunder shall be limited to \$25,000.
- (l) Numeris extends no warranties whatsoever, express or implied, in respect of the Equipment, except for those warranties explicitly set forth herein.

3. Use of Third-Party Encoding Solutions

To the extent the Broadcaster uses a Third-Party Encoding Solution as part of its Encoding Solution:

- (a) For use by the Third-Party Encoding Solution implemented by the Broadcaster, Numeris will separately provide the Broadcaster with the PPM Codes necessary to encode the signals. The Broadcaster acknowledges that that the PPM Codes can only be used in association with the signals as designated by Numeris, and that any changes to the deployment of PPM Codes, including reassigning PPM Codes among signals, or eliminating PPM Codes, can only be done in association with Numeris.
- (b) Numeris will grant the Broadcaster a non-exclusive, non-transferable, revocable, royalty-free limited license to use the PPM Codes solely for use with the Third-Party Encoding Solutions. The license to the PPM Codes is subject to the following:
 - (i) The Broadcaster shall not and shall not allow any third party to:
 - A. license, sublicense, distribute, transfer, publish, display, disclose, or permit access to the PPM Codes, except to the extent that the Broadcaster is explicitly authorized to do so under this Agreement;
 - B. copy, reproduce, modify, change, or alter the PPM Codes, or any part thereof, in any way whatsoever;
 - C. access, reverse engineer, decompile, translate, adapt, disassemble, decrypt or otherwise use any process to discover the source code of the PPM Codes; and
 - D. engage in any activities that are reasonably determined by Numeris to be encoding distortion.

- (ii) The Broadcaster shall ensure that the PPM Codes are kept secure and confidential and shall notify Numeris as soon as reasonably possible upon discovery of a breach or any incident involving the unauthorized access, use or disclosure of the PPM Codes.
 - (iii) The license to the PPM Codes may be revoked by Numeris at any time should the Broadcaster breach the provisions of this license.
- (c) The Broadcaster can only implement Third-Party Encoding Solutions that are certified by Numeris and listed on Numeris' Encoding Certification License Roster. The Broadcaster is responsible for the implementation of such solutions and is required to notify Numeris of their implementation in advance. For clarity, Numeris does not provide third-party hardware and/or software encoding and/or monitoring systems.
- (d) The Broadcaster shall not make any modifications or additions to a Third-Party Encoding Solution, unless the Broadcaster owns or has the rights to perform such modifications to the Third-Party Encoding Solution, and such modifications to the solution have been certified by Numeris and Numeris' licensors, if applicable.