

Numeris

Publisher Encoding Requirements

A Publisher Subscriber (including its Authorized Affiliates) identified as a Broadcaster or Digital in the applicable Order Form (“**Publisher**”) 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 publishers’ audiences in the Meter Service, Numeris requires that the signals transmitted by publishers be encoded with an embedded signal. Upon subscribing to the Meter Service, Numeris and Publisher will agree which of the Publisher’s signals will be encoded.
- (b) Encoding functionality is provided to the Publisher 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 Publisher 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 Publisher, a backup encoding function be available for each of the Publisher’s signals in the event the primary encoding function fails, and that a monitoring function for each of the Publisher’s signals be implemented to alert the Publisher when the encoding function is not working properly or is no longer taking place. Numeris suggests that monitoring solutions used for each of the Publisher’s signals be integrated with the broadcast monitoring system which will allow the Publisher to be alerted via its pre-existing air/fault alarm system, if one exists. If the Publisher does not adhere to these practices for encoding and backup of each signal, the Publisher must assume liability for any disruption to its signals. The Publisher 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 Publisher shall encode its signals according to the Numeris Encoding Policy. If the Publisher subscribes to the radio Meter Service, the Publisher is required to separately encode the internet streaming signals from their over-the-air counterparts.
- (e) In order to ensure that the Publisher does not add codes that will interfere with the normal operation of the Meter Service, the Publisher 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 Publisher shall operate the Encoding Solutions in a careful and proper manner and in compliance with all applicable laws, ordinances, rules and regulations.
- (g) The Publisher 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 Publisher 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 Publisher uses Equipment as part of its Encoding Solution:

- (a) Equipment intended for use by the Publisher in connection with the encoding of the signals may have already been provided to the Publisher, or will be delivered to the Publisher by Numeris as soon as reasonably practicable after the Publisher's execution of the Order Form. Some Equipment may be provided at no additional cost to the Publisher ("**Entitlement**"), while additional Equipment required by the Publisher may be leased from time to time by the Publisher at the established cost. All Equipment provided or leased to the Publisher prior to the execution of 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 Publisher's engineer. Numeris keeps a record of the Equipment assigned to the Publisher, 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 Publisher will inform Numeris of any staffing changes impacting the Publisher 's engineer on Numeris' records as soon as practical.
- (c) The Publisher shall use reasonable efforts to ensure that Encoders are kept at all times at the locations indicated in Numeris' records. None of the Encoders shall be moved to a different location other than that specified in Numeris' records without the Publisher first informing Numeris in writing. In no event shall any Encoder be moved to a location outside Canada without Numeris' consent.
- (d) The Publisher 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 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 Publisher 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 Publisher shall be returned to Numeris.
- (f) Numeris will use commercially reasonable efforts to provide the Publisher with the tools and knowledge required to keep the signals encoded successfully.
- (g) The Publisher 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 Publisher 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 Publisher shall not attempt to make any repairs, modifications, alterations or additions to the Equipment whatsoever. If the Publisher is experiencing any technical or other problems with the Equipment, the Publisher 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 Publisher’s use of the Equipment under these terms and conditions, Numeris hereby grants to the Publisher permission to use the Applications, but only to the extent that such use is required for the purposes of the Publisher 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 Publisher, its directors, officers and employees from any and all claims, actions, suits, proceedings, and damages (collectively “**Losses**”) arising out of any claim that the Publisher’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 Publisher to the extent (i) the infringement is caused by the Publisher’s failure to adhere to the terms of these Encoding Requirements, or (ii) the indemnification of the Publisher 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 Publisher 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 Publisher uses a Third-Party Encoding Solution as part of its Encoding Solution:

- (a) For use by the Third-Party Encoding Solution implemented by the Publisher, Numeris will separately provide the Publisher with the PPM Codes necessary to encode the signals. The Publisher 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 Publisher 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 Publisher 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 Publisher 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 Publisher 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 Publisher breach the provisions of this license.
- (c) The Publisher can only implement Third-Party Encoding Solutions that are certified by Numeris and listed on Numeris' Encoding Certification License Roster. The Publisher 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 Publisher shall not make any modifications or additions to a Third-Party Encoding Solution, unless the Publisher 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.