

Numeris

Broadcaster Tagging Requirements

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

Unless otherwise defined in these Tagging 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. Tagging

- (a) Numeris operates in Canada the National VAM portion of the Television Meter Service using the Personal People Meter (“PPM”) technology used in the Television Meter Service and FocalMeter technology. In order to achieve the measurement of broadcasters’ digital audiences, Numeris requires that broadcasters’ program content available digitally is tagged.
- (b) Broadcasters that tag their program content for National VAM must:
 - Subscribe to the Television Meter Service;
 - Have program content available online on their own website(s), 3rd party website(s) (that they can control the posting of program content) or through Apps; and
 - Be available online in Canada.
- (c) Broadcasters that tag their program content for National VAM are responsible to:
 - Have a relationship with Comscore for the tagging system;
 - Tag program content according to the Numeris specifications provided by Comscore; and
 - To report cross-platform audiences at the program level in National VAM, broadcasters with live streaming are responsible to provide Numeris with a confirmed program schedule.

2. Use of Tagging System

- (a) Broadcasters are responsible for the quality of the program content tags applied by the Broadcaster and the resulting impact on program content reporting in National VAM.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO TAGGING SYSTEM AND ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, NUMERIS MAKES NO EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. ANY WARRANTY OR INFRINGEMENT CLAIM OF THE BROADCASTER SHALL BE GOVERNED BY, AND DEALT WITH, IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT BETWEEN BROADCASTER AND COMSCORE. UNDER NO CIRCUMSTANCES WILL NUMERIS BE LIABLE TO BROADCASTER FOR ANY CLAIM RELATED TO BROADCASTERS USE OF THE TAGGING SYSTEM.
- (c) Numeris extends no warranties whatsoever, express or implied, in respect of the tagging system provided by Comscore, except for those warranties explicitly set forth herein.