

Radio Local+ Broadcaster Measurement Requirements

A Publisher Subscriber (including its Authorized Affiliates) identified as a Broadcaster in the applicable Order Form (“**Broadcaster**”) that subscribes to the Numeris Radio Local+ Service is subject to these measurement requirements as set out herein (the “**Requirements**”).

Unless otherwise defined in these 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/.

Numeris operates in Canada the Radio Local+ Service (the “**Service**”). Numeris has engaged StatsRadio to perform certain data collection and processing activities on behalf of Numeris in connection with the Service. In order to achieve the measurement of Broadcaster’s audiences, Numeris requires that Broadcaster and its applicable radio stations (which for clarity are the Authorized Affiliates) comply with the requirements outlined below.

- (a) No later than **six (6) weeks** prior to the first day of the applicable measurement period, Broadcaster and its applicable radio stations must:
 - (i) provide **Numeris** with the information outlined in the *Numeris Subscriber Information Policies*, available online at www.numeris.ca/subscription-terms/, in the manner specified by Numeris; and
 - (ii) confirm each participating radio station’s audio content is streamed online and capable of being provided to StatsRadio as required below.
- (b) No later than **four (4) weeks** prior to the first day of the applicable measurement period, Broadcaster and its applicable radio stations must implement and maintain the following requirements:
 - (i) provide **StatsRadio** with access to its streaming logs, and provide any required consents or authorizations to allow StatsRadio to collect and process the associated data;
 - (ii) install and maintain any application or program code (e.g. JavaScript code) on the radio stations’ streaming players, as specified by **StatsRadio** for the analysis of online listener profiles, and ensure all required tagging has been implemented and functioning; and
 - (iii) provide **StatsRadio** with antenna coverage information and supporting documentation, as required by StatsRadio.
- (c) Broadcaster must provide any additional related information as reasonably required by Numeris or StatsRadio and requested from time to time.
- (d) Broadcaster or its streaming provider, as applicable, must retain all available backup streaming log data and analytics data for no less than 28 days after broadcast to support issue resolution and potential data recovery efforts.
- (e) Broadcaster is responsible for ensuring ongoing compliance with the requirements in sections (a) through (d) and acknowledges that failures to do so (including the required timeframes for streaming log delivery and other required information) may impact the audience reporting provided under the Service. Further, Broadcaster shall promptly notify Numeris and/or StatsRadio, as applicable, of any changes to information, systems, services, infrastructure or operations that may affect audience measurement, data collection, data processing or reporting under the Service. While Numeris and StatsRadio will endeavor to include new radio stations in the next measurement period, should data not be provided within sufficient timeframes, new stations or stations who fail to provide the required information may not be able to be reported until the following measurement period.

- (f) Broadcaster agrees to abide by all Numeris Subscription Terms of Use and the applicable Product Specific Terms, available online at www.numeris.ca/subscription-terms/.
- (g) To the maximum extent permitted by applicable law, Numeris shall have no responsibility or liability whatsoever in connection with: (i) the collection, use, processing, storage, disclosure, retention, security or transmission of radio streaming logs or any other information transferred between Broadcaster and StatsRadio; (ii) any requirements, specifications, instructions, policies, technical standards or other obligations communicated or imposed by StatsRadio on any Broadcaster; or (iii) any agreement, arrangement, understanding, representation, warranty, undertaking or obligation between a Broadcaster and StatsRadio (collectively, the "StatsRadio Processes").
- (h) Numeris makes no representation or warranty, express or implied, with respect to any StatsRadio Processes and expressly disclaims all warranties, whether written, oral, statutory, implied or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, completeness or compliance with applicable laws. Any claim, dispute, loss, damage or liability arising from or relating to any StatsRadio Processes shall be governed solely by the applicable agreement between Broadcaster and StatsRadio and shall be resolved exclusively between those parties. Under no circumstances shall Numeris be liable to any Broadcaster or any third party for any claim, loss, damage, cost or expense arising out of or relating to any StatsRadio Processes, including the collection or processing of radio streaming logs or other information by StatsRadio, any requirements communicated by StatsRadio, or any agreement between a Broadcaster and StatsRadio.