SCHEDULE #___

ADELPHIC SELF-SERVICE DSP SERVICES

This Adelphic Self-Service Demand Side Platform Schedule ("DSP Schedule") between Company and Viant is effective as of the last date set forth below (the "DSP Schedule Effective Date") and is hereby incorporated by reference into the Master Services Agreement between Company and Viant dated [INSERT MSA EFFECTIVE DATE] (the "MSA" and, together with this and any additional schedules, IOs, SOWs, and addenda attached or referring hereto, the "Agreement"). Capitalized terms used but not defined herein shall have the same meaning as set forth in the MSA.

WHEREAS, Company wishes to use the Adelphic Self-Service Demand Side Platform and data contained therein to purchase digital advertisement inventory.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **ADDITIONAL DEFINITIONS**
   a. "Advertiser Guidelines" means the then-current guidelines available within the Adelphic UI, a current copy of which is attached as Exhibit A: Advertiser Guidelines.
   b. "Auction" the real-time bidding process by which Company bids on Media Inventory using the Adelphic DSP.
   c. "Bid Request" means the notification of the availability of Media Inventory for sale in the Auction that is made available by Viant to Company via the Adelphic DSP Service.
   d. "Media Clearing Price" means the final settlement price at which an Impression is sold to Company. The Media Clearing Price is determined by the sell side platform exchange.
   e. "Company Bid" means Company's offer to purchase Media Inventory in the Auction, in response to a Bid Request.
   f. "Malware" means software or applications, or websites associated with software or applications, that (i) may be used to disrupt, damage, take control of, misuse, or otherwise use or disable a computer or computer system or operation; (ii) impermissibly views or collects information; (iii) access computer systems to display or distribute unwanted or illicit advertising, content, or software; or (iv) violates the written policies of any advertising exchange or Publisher that Company may have access to through the Services, as such policies may be updated and published from time to time.
   g. "Total Spend" means the total applicable fees incurred, as listed in the Adelphic DSP Fee Table plus the aggregate Media Clearing Pricing, and any other components of the Adelphic Platform.
   h. "Self-Service Campaign" means an advertising campaign managed by Company in the Adelphic DSP, pursuant to this DSP Schedule.
   i. "Adelphic Tech Fee" means the percentage of aggregate Media Clearing Price on an annual calendar year basis, as applicable and incurred in a calendar month.

2. **FEE TABLE**

Adelphic DSP Fee Table		
Media Fees		
Adelphic Tech Fee	**Co-Managed Support**	**Minimum Total Spend**
[%]	[%]	[annually or N/A]
Add-on Fees		
Adelphic Hosted Ad Server	Fees vary and are set forth in the UI for Company's selection	
3rd Party Ad Server	3rd Party fees vary depending on vendor	
Third-Party Data Fees	Data fees vary and are set forth in the UI for Company's selection	
Advanced Reporting Suite	Reporting fees vary and are set forth in the UI for Company's selection	

3. SERVICES.

a. **ADELPHIC DSP Services.** Subject to the terms and conditions of this Agreement, Viant (i) grants Company the right to access and use the Adelphic DSP for purpose of purchasing Media Inventory; (ii) shall provide training and support; and (iii) shall provide campaign-level reporting (collectively, "Adelphic DSP Services").

b. **Reservation of Rights.**
   i. Viant and each Publisher reserves the right to set price floors under which Company Bids are not accepted.
   ii. Viant and each Publisher reserves the right to opt-out of the Auction with respect to any Company or Advertiser at any time.
   iii. Neither party guarantees that any minimum number of campaigns, Media Inventory, Bid Requests, Company Bids, or Impressions shall be sold or purchased or made available for sale or purchase hereunder.

c. **Co-Managed Support.** Company may request campaign management assistance from Viant under this DSP Schedule ("Co-Managed Support"). Co-Managed Support may include, but are not limited to, campaign setup, optimizations, delivery management, and troubleshooting. During Co-Managed Support services, Company shall only have read-only access to the Adelphic Platform to monitor performance, spend, and cost, and will be charged at the Co-Managed Support fee rate set forth in the Adelphic DSP Fee Table. Company shall work diligently to assume control of its Self-Service Campaigns. Viant may discontinue provision of Co-Managed Support functionality at any time and for any reason.

4. ADDITIONAL PAYMENT TERMS.

a. **Payment**. Following the end of each month during the Term, Viant shall invoice Company for the Total Spend incurred during such prior month. Company shall pay the Total Spend pursuant to the Terms of the MSA. Viant reserves the right to suspend Adelphic Platform access for payments more than ten (10) days late.

b. **Sequential Liability (Applicable if Company is an Agency)**. Viant agrees to hold Company liable for payments solely to the extent applicable proceeds have been received by Company from Advertisers. For sums not cleared to Company, Viant agrees to hold Advertisers solely liable. Company agrees to use its best efforts to collect and clear payment from Advertisers on a timely basis. If payment is delinquent, Viant may notify Agency that it intends to seek payment directly from Advertiser. Agency will use commercially reasonable efforts to assist Viant in collecting payment from the Advertiser. Upon request, Agency will provide to Viant written confirmation of the relationship between Agency and Advertiser and shall include Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection this Agreement. If Company is an Agency, Company must input the name of the applicable Advertiser into the Adelphic UI before executing a Self-Service Campaign.

c. **No Makegoods**. In no event shall Viant be liable to Company for failure of a Self-Service Campaign to achieve campaign performance metrics. Viant is not obligated to provide any makegood impressions to Company or any other form of compensation or refund for failure of a Self-Service Campaign to reach any or all performance metrics.

5. ADVERTISEMENT MATERIALS AND CAMPAIGN RESTRICTIONS

a. **Ad Review**. Company is responsible for Ads displayed using the Adelphic DSP. Company will ensure Ads, the software code associated with such Ads, and the Media Property to which an Ad is directly linked comply with the Advertising Guidelines and applicable Laws, including but not limited to political campaign finance and disclosure laws. Viant reserves the right to review all Advertisements and to reject, suppress, or request modifications to Ads that may violate such Advertising Guidelines or Laws. Viant will work with Company to acquire mutually acceptable alternative Ads from Company.

b. **Tracking**. Company shall not deliver any Ads under this Agreement using any behavioral tracking mechanisms unless it complies with all applicable Laws.

c. **Targeting**. Company's use of the Adelphic DSP shall comply with applicable Laws and the Advertising Guidelines. Company shall not use the Adelphic DSP to target an individual in a discriminatory manner or a user who has opted out of the collection and/or use of their data.

d. **Malware**. Company shall not knowingly use the Adelphic DSP, directly or indirectly, to distribute, or link to webpages, that distribute Malware or other unwanted software, illicit content, including and without limitation, uploading Advertisements infected by Malware. Further, Company shall use a reputable third-party Malware detection vendor to scan all Ads that are served to Media Properties in connection with Company's use of the Adelphic DSP. Without limiting any of its rights under this Agreement, if Company violates this Malware section, Adelphic may immediately suspend Adelphic DSP Services without notice; however, Adelphic will use commercially reasonable efforts to provide Company with notice and an opportunity to remedy such violation prior to suspension.

e. **Third Party**. Company shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Adelphic DSP Services available to any third party. Company shall not and shall not assist or knowingly permit any third party to: (a) copy, reproduce, modify, disable, interfere with, misuse, damage, dissemble, decompile, reverse engineer or create derivative works of the Adelphic DSP Services or portion thereof (b) use the Adelphic DSP Services to modify cookies on any domain Company does not own, operate, or control, or otherwise have appropriate authorization to modify; (c) pass to Viant, or otherwise associate an Viant cookie, identifier, web beacon, or other mechanism with information that by itself directly identifies an individual, such as a person's name, address, phone number, email address, or government identifier; (d) use any Adelphic DSP Service to select or target Advertising (i) based on knowledge or inference that the user is under thirteen (13) years of age, (ii) based on a user's past visits to any Publisher Site that is directed at children, (iii) based on information deemed sensitive by any applicable law or self-regulatory program, or (iv) in a manner inconsistent with any policies; (e) when using any Adelphic DSP Service, collect or use data provided by, from, or related to a third-party buyer, seller, advertiser, publisher or Publisher Site (each, a "Third-Party User"), for purposes of segmenting, re-targeting, creating, supplementing or amending user or inventory profiles, or amending interest categories, or syndication or other distribution to third parties, unless, (i) such data collection and usage are authorized by or on behalf of the applicable Third-Party User, or (ii) when Company is using the Adelphic DSP Service, the data is independently derived by Company from a user's "click" or other interaction with an Advertisement and not related to the seller or underlying Publisher; (f) provide an Advertisement to Viant or configure the Advertisement to link to digital properties (e.g., websites and applications) that is obscene, deceptive, or violates or infringes upon the rights of any third party; or (g) disclose advertisement inventory availability, volume, or pricing data obtained through the Adelphic DSP Service without authorization from the applicable Publisher or seller, except to provide reporting to Company's third-party client on whose behalf Company uses the Adelphic DSP Services about their actual or attempted purchase of Advertising inventory using the Adelphic DSP Services.

6. ADDITIONAL COMPANY WARRANTIES. Company further represents and warrants that (a) it shall be solely responsible for its use of the Adelphic DSP Services hereunder, soliciting all Advertisers, trafficking of Ads, collecting payments from Advertisers and/or their respective Agencies, and handling Advertiser inquiries of any type or nature, (b) it has obtained all necessary rights, waivers and permissions from Advertisers to deliver Ads to Publishers' Media Properties and to otherwise act on behalf of its Advertisers, (c) it understands that it is under no obligation to place Company Bids in the Auction and by doing so Company takes responsibility for paying the Total Spend for each Impression if Company is the winning bidder for such Impression, (d) it has obtained, and be deemed to have hereby granted to Viant, all rights necessary to allow Viant to store, audit,

optimize and serve Ads to Media Inventory and otherwise provide the Adelphic DSP Services hereunder, and (e) it will not disclose Media Inventory availability, volume, or pricing data obtained through the Adelphic Platform without express written consent from Viant, except to provide reporting to Company's Advertiser clients, if applicable, regarding the purchase of inventory for such Advertiser's campaign.

IN WITNESS WHEREOF, the parties hereto have signed this DSP Schedule as of the DSP Schedule Effective Date.

Viant US LLC   **[Company]**

By:_____   By:_____

Name:_____   Name: _____

Title:_____   Title:_____

Date: _____   Date: _____

ADVERTISER GUIDELINES

CREATIVE GUIDELINES:

- Creatives must clearly include Advertiser's logo and/or trademark.
- Creative functionality purposely designed to deceive or mislead users is not allowed.
- Creative must contain a clear call to action and associated landing pages must be defined.
- Highly annoying elements including flashing, clashing colors or poor resolution images are not recommended.

SENSITIVE CATEGORIES:
Please consult with your Account Strategist or Sales Representative prior to executing advertisements that contain the below sensitive categories:

- Alcoholic beverages
- Gambling: online, physical location casinos, lotteries and other games of chance
- Pharmaceuticals
- Political ads
- Financial services
- Weapons, including guns or knives
- Cannabis
- Tobacco/vape
- Health conditions or treatments
- Sexual orientation
- Targeted to children under the age of 16
- Precise Location Data (as defined by the Network Advertising Initiative)

PROHIBITED CONTENT:
To help ensure our users have the best experience we forbid the following ad content:

- Obscene or vulgar language
- Nudity or violence
- Provocative imagery that is displayed in a suggestive manner
- Misleading or deceptive content
- Content that promotes pay-per-call services
- Content that is threatening, harassing, or contains hate speech
- Content that discriminates against a protected group
- Content that contains any downloadable, malicious, or invasive elements
- Ads linking directly to websites or apps that contain any of the prohibited content as defined in this document
- Content that encourage directly or indirectly infringement on the rights of others, including intellectual property rights
- Content that contains non-functional elements
- Rotation of multiple undisclosed advertisement through a single ad placement
- Advertisements that contain technology that infringes upon the Viant Privacy Policy
- Advertisements that contain auto-redirects, auto-downloads, or auto-refresh
- Advertisements that place excessive or harmful stress on the user's system resources with the invention of crypto mining