

SCHEDULE # _____

MANAGED SERVICE CAMPAIGN EXECUTION SERVICES

This Managed Service Campaign Execution Schedule (“Managed Service Schedule”) between Company and Viant is effective as of the last date set forth below (the “Managed Service Schedule Effective Date”) and is incorporated by reference into the Master Services Agreement between Company and Viant, dated as of _____ (the “MSA” and, together with this and any additional schedules, IOs, SOWs, and addenda attached or making reference hereto, the “Agreement”). Capitalized terms used but not defined herein have the same meaning as set forth in the MSA.

WHEREAS, Company wishes for Viant to execute managed digital advertising campaigns on its behalf.

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. “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.

2. CAMPAIGN SERVICES

- a. **Services.** Pursuant to the execution of and the parameters specified on an IO, Viant will provide an Ad to the Media Property specified on the IO when such Media Property is visited by a consumer, and corresponding reporting and analytics (“Campaign Services”).
- b. **Editorial Guidelines.** Viant acknowledges that Advertisers may not want their Ads placed adjacent to content that promotes or contains pornography, violence or the use of firearms, contains obscene language, or falls within another category stated on the IO (“Editorial Adjacency Guidelines”). Viant will use commercially reasonable efforts to comply with the Editorial Adjacency Guidelines and to contractually require Publishers to comply with the Editorial Adjacency Guidelines.

3. ADDITIONAL PAYMENT TERMS (Applicable only if Company is an Agency)

- a. **Sequential Liability.** Viant agrees to hold Agency liable for payments solely to the extent proceeds have cleared from Advertiser to Agency for Ads placed in accordance with an IO. For sums not cleared to Agency, Viant agrees to hold Advertiser solely liable. 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 with the IO and this Agreement.

4. AD MATERIALS

- a. **No Modification.** Viant will not edit or modify the submitted Ads in any way, including resizing the Ad, without Company’s approval. Viant will use all Ads in strict compliance with this Agreement and any written instructions from Company.
- b. **Advertiser Guidelines.** 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 Advertiser Guidelines and applicable Laws. Viant reserves the right within its discretion to review all Ads and to reject, remove, or require modifications to any Ad in violation of such Advertising



Guidelines and Laws. Viant will work with Company to acquire mutually acceptable alternative Ads from Company.

- c. **Malware.** Company shall not knowingly use the Services, directly or indirectly, to distribute, or link to webpages that distribute, Malware or other unwanted software, illicit content, including and without limitation, uploading Ads 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 Services. Without limiting any of its rights under this Agreement, if Company violates this Malware section, Viant may immediately suspend Campaign Services without notice; however, Viant will use commercially reasonable efforts to provide Company with notice and an opportunity to remedy such violation prior to suspension.

AGREED AND ACCEPTED BY:

Viant US LLC

[Company]

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A

ADVERTISER GUIDELINES

CREATIVE GUIDELINES:

- Creatives must clearly include Advertiser's logo and/or trademark.
- Creatives functionality purposely designed to deceive or mislead users is not allowed.
- Creatives 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