

SCHEDULE "A"

GUIDE TO BELL MEDIA SERVICES & FEES

I. Description of Services

Platform: The Bell DSP Platform is a technology platform that Bell Media's clients access and use to conduct, optimize, and track their Advertising Transactions. Bell Media may make the Bell DSP Platform available to the Customer through Bell Media's or Bell Media Providers' user interface, APIs, or other integrations Bell Media designates for such purpose. The Services shall occur within the Bell DSP Platform where Digital Ad Inventory is purchased by the Customer from a Seller.

For purposes of this Platform Service Order, the definition of Digital Ad Inventory in the Master Services Agreement shall be modified to include all digital advertising inventory that is available on desktop, applications, audio, addressable television (ATV), and connected television video.

II. Pricing and Payment Terms

a. Auction Fees/Charges. When the Customer buys Ad Inventory, the Customer will pay the "Cost of Media" for each Digital Ad Inventory impression the Customer purchases, as priced by Bell Media's auction mechanics. Bell Media will invoice the Customer the Cost of Media for Digital Ad Inventory the Customer purchases (other than from an Authorized Third Party Exchange), which amount, for purposes of clarification, is inclusive of any "**Auction Service**" charge(s) or fee(s) that may be charged to the Customer or the applicable Seller. Where Bell Media has agreed to implement the Customer's Auction Service Percentage as a fee, the Cost of Media will not include the Customer's Auction Service Percentage, which will instead be assessed as a separate fee equal to the applicable percentage of the Customer's Cost of Media for the payment period. Bell Media may reduce a bid amount and retain the deducted amount due to discrepancy offsets based on historical counting differences with external Sellers and/or other account costs (including access charges imposed by Sellers). "**Deals**" pricing applies to Digital Ad Inventory impressions purchased by the Customer on the basis of a Deal ID supplied to the Customer by the Seller. "**PG Deals**" pricing applies to Digital Ad Inventory impressions bought by the Customer on the basis of a programmatic guaranteed Deal ID supplied to the Customer by the Seller, enabling a programmatic guaranteed deal between the Customer and the Seller.

b. Creative Fees.

i. Video Creative Hosting: Each time the Customer serves a video Ad Unit hosted on Bell Media DSP Platform to Digital Ad Inventory other than in respect of a Managed Impression, Customer will be charged the "**Video Creative Hosting Fee**".

ii. Priority Creative Audits: Customers who elect to have their Ad Units priority audited must pay the Priority Audit Fees specified in the Platform Service Order or pursuant to the Master Services Agreement. If an Ad Unit fails the audit, is altered after the audit, or is not served within thirty (30) days after an audit, then the Ad Unit must be audited again to be deemed "audited".

III. Additional Terms and Conditions:

a. Video Services. Bell Media reserves the right to designate additional generally applicable rules and limitations regarding video, including without limitation with respect to Ad Unit size limits, supported formats for upload, or delivery, to the ad unit submission processes.

b. New Inventory Sources. The Customer agrees to use commercially reasonable efforts to implement additional Digital Ad Inventory as provided by Bell Media at such time such inventory becomes available on the Platform. Bell Media shall provide prior written notification to the Customer of such new service offerings and work with the Customer to educate, train and onboard the Customer thereto.

c. **Programmatic Guaranteed Deals.** Bell Media may, at its sole discretion, provide a service to facilitate the Customer's Advertising Transactions for Digital Ad Inventory impressions bought by the Customer on the basis of a programmatic guaranteed Deal ID supplied to the Customer by the Seller (the "**PG Deals Services**"). For the avoidance of doubt, (i) any Digital Ad Inventory purchased via PG Deals shall be deemed sold when the applicable advertising transaction is deemed by Bell Media to have been executed, and (ii) programmatic guaranteed deals do not constitute a "guarantee" by Bell Media, but rather, are deals configured by the Seller and selected by the Buyer, whereby the Seller commits to availability of supply and the Buyer commits to bidding on the supply based on a set of mutually agreed upon commercial and targeting parameters. The PG Deals Services shall be considered as part of the "Services" under the Master Services Agreement and this Platform Service Order. Bell Media reserves the right to designate additional generally applicable rules and limitations regarding the PG Deals Services.

d. **Additional Payment Rules.** Bell Media reserves the right to charge the Customer lower fees and charges than those specified herein at Bell Media's discretion.

e. **Platform Service Level Agreement.** Bell Media will use commercially reasonable efforts to ensure that the Platform serves Ad Units at least 99.00% of the time, calculated on a calendar monthly basis as reasonably determined by Bell Media, it being understood that Platform ad-serving "down" time will exclude time (a) required for routine system maintenance (Bell Media will notify the Customer at least two (2) business days prior to any such routine maintenance) and/or (b) resulting from technical malfunctions in the Customer's or a third party's systems, or any other circumstances beyond Bell Media's reasonable control.

f. **Log-Level Data.** Bell Media will provide the Customer with access to event-level data feeds of certain data derived from the Customer's use of the Platform and Platform-related transactions (i.e., purchases and sales of Digital Ad Inventory and the serving of Ad Units to such Digital Ad Inventory) ("**Log-Level Data Feeds**"). The Customer will not, will not attempt to, and will not assist or knowingly permit any third party to (A) use Log-Level Data Feeds, or any portion thereof, for any purpose that interferes with or disrupts Bell Media's business relationships or the business relationship between a Buyer or Seller and any of its clients or (B) determine from the Log-Level Data Feeds the identity of any Seller, Seller Client, or domain from which the Customer bought or attempted to buy Digital Ad Inventory, if such identity(ies) is not provided in the Log-Level Data Feeds. Bell Media may cease providing the Customer with certain fields from the Log-Level Data Feeds at its sole discretion upon ten (10) business days' notice. Bell Media may disclose to other customers the fact that the Customer is contractually authorized to receive Log-Level Data Feeds. Each Party may terminate the Customer's access to Log-Level Data Feeds effective as of the last day of a calendar month and upon no less than thirty (30) days' notice to the other Party. Bell Media may suspend providing the Log-Level Data Feeds hereunder immediately upon notice to the Customer if (i) the Customer breaches the Customer's obligations with respect to Log-Level Data Feeds specified hereunder or other applicable restrictions on use of data set forth in the Master Services Agreement or (ii) Bell Media reasonably determines that the Log-Level Data Feeds can no longer be provided due to a change in law, regulation or policy.

g. **Data Marketplace.**

i. **Access to the Data Marketplace.** Bell Media's Data Marketplace is a Service available through the Platform where the Customer may pay to use behavioral, contextual, and/or other data (the "**DM Data**") made available by third party data providers (each a "**DM Data Provider**") solely to analyze, target and report on the purchase of Digital Ad Inventory (the "**Data Marketplace**"). Bell Media, or any DM Data Provider, may restrict or deny the Customer's access to any DM Data if determined necessary by Bell Media or such DM Data Provider.

ii. **Representations and Warranties.** The Customer represents and warrants that the Customer and the Customer's subcontractors and Clients (a) will at all times (i) comply with all applicable self-regulatory policies and guidelines applicable to the Customer's use of the DM Data; and (ii) protect the DM Data from misappropriation, and (b) will not, will not attempt to, and will not assist or knowingly permit any third party to, unless expressly agreed to in writing by the applicable DM Data Provider, (i) use

any DM Data in any sharing arrangement, or resell, rent, lease, or sublicense the DM Data to any third party; (ii) disclose any of the DM Data (whether aggregated or otherwise) to any third party or use any of the DM Data for purposes of creating user or inventory profiles, segments, or interest categories; (iii) misappropriate, reverse engineer, decompile, disassemble, reproduce, steal, modify, damage, translate, enhance, or create derivative works of any DM Data; (iv) make any representations, warranties, or guarantees concerning the DM Data; (v) provide reports to any third parties on a paid or unpaid basis about the DM Data (including the volume and prices of data) for any other purposes other than (x) generating advertiser demand for the DM Data, or (y) providing reporting of the Customer's DM Data usage on behalf of a Client to such Client; and (vi) unless otherwise agreed upon by the parties, directly utilize any DM Data Provider's DM Data through the Services other than through the Data Marketplace and for the DM Data Provider rates. For clarity, certain DM Data Providers' DM Data may be subject to additional terms and conditions as specifically set forth in the Service Policies and the Customer's use of such DM Data Providers' DM Data constitutes its acceptance of the relevant additional terms and conditions.

iii. Fees; Taxes. The Customer will pay Bell Media for the Customer's use of DM Data based solely on the data usage statistics and reporting determined by Bell Media, and pursuant to the applicable rates and pricing methodologies for that DM Data set forth in the Data Marketplace. Rates and pricing methodologies for DM Data may change from time to time, and the Customer's continued use of DM Data after a change will be subject to the revised rates. Bell Media will notify the Customer of applicable changes to any rates for DM Data, other than DM Data which is designated as subject to change without prior notice. Use of the Data Marketplace may be subject to applicable sales, use, gross receipts, excise, goods and services, value added, and other transaction-based taxes ("**Transaction-Based Taxes**") that are required or permitted by applicable Law. The parties agree that the Customer is responsible for either (a) paying applicable Transaction-Based Taxes as invoiced by Bell Media based on applicable Law, or (b) self-assessing and paying applicable Transaction-Based Taxes based on applicable Law if not being invoiced for such by Bell Media. The Customer understands and agrees that in determining invoicing for Transaction-Based Taxes, Bell Media may rely on the billing information the Customer has provided in this Platform Service Order, and the Customer agrees to provide Bell Media timely notice of any changes to such billing information. Each Party is responsible for taxes on their own respective net income.

iv. Third Party Beneficiary. Bell Media does not assume any, and expressly disclaims all, liability arising from the Customer's access or use of the DM Data. To facilitate direct dispute resolution between DM Data Providers and Buyers, each DM Data Provider whose DM Data the Customer accesses and uses through the Data Marketplace is an intended third party beneficiary solely of the Customer's obligations set forth under Data Marketplace subsections (ii). The Customer will not assert a defense based on lack of privity against any such DM Data Provider seeking to enforce this subsection (iv), including, without limitation, for indemnification for third party claims pursuant to the Customer's Master Services Agreement. For the avoidance of doubt, the Customer will have third party beneficiary rights against a DM Data Provider to the extent expressly set forth in that DM Data Provider's agreement with Bell Media (e.g., the Customer cannot, for example, collect fees owed to Bell Media by the DM Data Provider).

v. Proprietary Rights. The Customer agrees that each DM Data Provider (or its licensors, as applicable) owns and retains all right, title, and interest in and to all of its intellectual property, including, without limitation, to its DM Data, and no rights are granted to the Customer with respect to Bell Media's or any DM Data Provider's intellectual property except as expressly set forth in this Platform Service Order or the Master Services Agreement.