



AMENDMENT TO SOFTWARE SERVICES AGREEMENT

This amendment modifies the service agreement dated December 19, 2022 (the “**Agreement**”), between Spreedly, Inc., (“**Spreedly**”) and The New York Times Company (“**Customer**”), and is effective as of the last date of a signature by a party. Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Agreement.

The parties hereby agree as follows:

Schedule C of the Agreement is hereby amended as follows:

1. The section titled “Availability Commitments” is deleted in its entirety and replaced with the following:

Availability Commitments

Subscription Support Services Plans come with guaranteed service levels and service credits based on the selected support plan as presented in the following Table 2.

Table 2

Uptime Availability Commitment
99.99%

The following conditions will apply to the calculation of uptime availability commitments in Table 2:

“**Availability**” means that the services are up and running, accessible by Company, without interruption or undue delay. Any downtime resulting from outages of third-party connections or utilities or other reasons beyond Spreedly’s control are excluded.

“**Annual Platform Fee**” means the platform access fees for a given 12-month contract period as set forth on the applicable Service Order for use of the Software Services, or if such fee is set forth on a monthly basis, then 12 times that monthly fee.

Downtime will begin to accrue as soon as the Transaction Processing Service is unavailable to Company and continues until the Transaction Processing Service is restored.

Spreedly will give no less than 5 business days’ prior written notice to Company of all scheduled maintenance that will result in downtime. Spreedly will perform scheduled maintenance in such a way that any interruption of the Transaction Processing Service is kept to a minimum and will provide a maintenance window that will not exceed 60 minutes individually or 24 hours in the aggregate in any month.

If Spreedly fails to meet or exceed the required service levels in any given calendar month, Company will be entitled to a service level credit (“Service Availability Credit”) calculating in one of the following two methods: (1) Heightened Service Credit or Standard Service Credit as set out below.

Heightened Service Credit Calculation.

Except as set forth otherwise herein, if Spreedly fails to meet the required levels of Availability in any given calendar month, the amount of the Service Availability Credit will be determined using the following formula:

$$\text{Service Availability Credit} = \$153 \times \text{Estimated Lost Subscriptions}$$

The number of estimated lost subscriptions is calculated based on the duration and timing of the outage, as follows:

- “**Peak Hours**” are defined as 7:00 AM to 10:00 PM EST, during which the Company is estimated to lose 207 subscriptions per hour of downtime.



- “**Off-Peak Hours**” are defined as 10:00 PM to 7:00 AM EST, during which the Company is estimated to lose 91 subscriptions per hour of downtime.

Partial hours of downtime will be pro-rated accordingly, using a per-minute loss estimate:

- Peak Hours: 3.45 lost subscriptions per minute
- Off-Peak Hours: 1.52 lost subscriptions per minute

Cap on Heightened Service Credit.

This Service Availability Credit will be subject to the following limits, based on the timing of the outage:

- For outages occurring *entirely during Off-Peak Hours*, the credit will not exceed 20% of the Total Monthly Fees.
- For outages occurring *entirely during Peak Hours*, the credit will not exceed 30% of the Total Monthly Fees.
- For outages that span *both Peak and Off-Peak Hours*, the credit will not exceed 20% of the Total Monthly Fees.

“**Total Monthly Fees**” means to the aggregate amount invoiced by Spreedly to Company for the subscribed Services during the calendar month in which the downtime occurred. This amount includes recurring and committed subscription charges but excludes any one-time fees, usage-based charges, taxes, or other ancillary costs not directly tied to the core Services utilizing the Transaction Processing Service.

Example 1: A 30-minute outage occurring entirely during Peak Hours would result in an estimated loss of 103.5 subscriptions (30 minutes × 3.45), resulting in a Service Availability Credit of \$15,835.50 (103.5 × \$153), subject to a cap of 30% of the Total Monthly Fees.

Example 2: A 16-minute outage with 8 minutes during Peak Hours and 8 minutes during Off-Peak Hours would result in an estimated loss of 27.6 subscriptions during Peak Hours (8 minutes × 3.45), and an estimated loss of 12.16 subscriptions during Off-Peak Hours, resulting in a Service Availability Credit of \$6,084.48 (39.76 × \$153), subject to a cap of 20% of the Total Monthly Fees.

Switch from Heightened Service Credit to Standard Service Credit.

If Spreedly maintains an uptime availability of at least 99.965% in each of four (4) consecutive calendar months, the Parties will calculate the Service Availability Credit under the Standard Service Credits in Table 3 below. Beginning with the fifth consecutive month and continuing for each subsequent month in which the Service Provider maintains uptime availability of at least 99.97%, any future Service Availability Credits will be calculated in accordance with Table 3, in lieu of the Heightened Service Credit calculation described above.

If, in any month, uptime Availability falls below 99.965%, the Service Availability Credit will revert to the heightened Service Availability Credit structure for any qualifying downtime, until it again meets the 99.97% uptime threshold for four (4) consecutive months.

Standard Service Credit.

During any qualifying period as determined herein, if Spreedly fails to meet the required levels of Availability in any given calendar month, the amount of the Service Availability Credit will be determined as set out in Table 3 below:



Table 3

Availability Service Credits	
Monthly Availability Percentage	Credit
Less than 99.99% but greater than or equal to 99.95%	25% of 1/12 of the Annual Platform Fee
Less than 99.95% but greater than or equal to 99.80%	50% of 1/12 of the Annual Platform Fee
Less than 99.90% but greater than or equal to 99.70%	75% of 1/12 of the Annual Platform Fee
Less than 99.70%	100% of 1/12 of the Annual Platform Fee

All Service Availability Credits (regardless of the calculation method) will be issued on the invoice for the next applicable billing cycle and will not be redeemed for cash. These Service Availability Credits are Vendor's sole obligations and Company's sole remedies for Vendor's failure to meet the required levels of Availability. Notwithstanding the foregoing, Spreedly has no obligation to issue any Service Availability Credit unless Customer requests such credit in writing within thirty (30) days.

2. The sections titled "Service Availability Remedies" and "Remedies for Non-Compliance Regarding Reported Issues" are hereby deleted in their entirety.
3. Except as expressly set forth in this amendment, the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment will govern the relationship between the parties.

[Signatures on Next Page]



CONFIDENTIAL

The Parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.

The New York Times Company

By:  DocuSigned by:
BE106849DB824F9...

By:  Signed by:
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Name: Nellie Vail

Name: Jason Sobel

Title: CEO

Title Chief Technology Officer

Date: 5/1/2025

Date 5/1/2025