



CONFIDENTIAL

December 20, 2024

LETTER AGREEMENT

To: The New York Times Company
Attention: Jason Sobel, Chief Technology Officer
620 Eighth Avenue Manhattan, New York 10018

From: Justin Benson, CEO, Spreedly, Inc.

Via email to: jsobel@nytimes.com

RE: Renewal of the Software Service Agreement dated December 19, 2022, and Spreedly, Inc. (our "Agreement")

Dear New York Times,

This letter agreement is to memorialize the parties intent to renew the Agreement as of the date of this letter agreement for an additional term of 24 months to run concurrently with the term of Service Order #Q-09549 attached hereto for reference. Thank you.

Sincerely,

Justin Benson
Spreedly, Inc.

Accepted by :

By: _____

Name: Jason Sobel

The New York Times Company

Title: Chief Technology Officer

**SERVICE ORDER #Q-09549**

Spreedly, Inc.
 300 Morris Street
 Suite 400
 Durham, NC 27701

Order Form Issued: December 20, 2024

To:

Customer Legal Name: The New York Times Company
Billing Address: 620 Eighth Avenue, New York, NY 10018
Sales Rep: Dina Bunting

This Service Order is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") and is effective as of December 20, 2024 (the "Service Order Effective Date") and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Service Order, "Agreement" means the Software Service Agreement currently in force between the Parties dated December 19, 2022.

In the event of any conflict between the terms of the Agreement and this Service Order, this Service Order will govern. Capitalized terms used but not defined in this Service Order have the meanings set forth in the Agreement or in the Documentation.

1. **Term.** The Initial Term of this Service Order is 24 months, after which this Service Order will terminate unless the parties agree in writing to renew for an additional service period (a "Renewal Term" and, together with the Initial Term, the "Term"). Each 12 months of service is a "Contract Year".

2. **Platform Fees.** For each Contract Year, Customer will pay Spreedly the "Annual Platform Fee" in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:

- access to Level 1 PCI Compliant Card Storage and Tokenization;
- connections to any of Spreedly's Supported Gateway integrations;
- use of existing 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	\$120,000.00	\$120,000.00
API Usage Fee:	\$270,000.00	\$402,000.00
Included API Calls - 112,000,000 Cost per API Call - \$0.006		
Advanced Vault	\$264,000.00	\$264,000
Committed Annual Fees	\$654,000.00	\$786,000.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 112,000,000 API calls to the Spreedly Platform at a cost of \$0.006 per call ("API Usage Fee") to be utilized during the Initial Term. Customer will be invoiced \$22,500 per month (i.e., for a total of \$270,000 per year) for a total of 45,000,000 API calls in the first Contract Year and \$33,500 per month (i.e., for a total of \$402,000 per year) for a total of 67,000,000 API calls in the second Contract Year. If Customer exceeds 45,000,000 API calls in the first Contract Year, Spreedly will charge \$0.007 per API Call for any API calls in excess of the 45,000,000 Included API Calls above for the remainder of the first Contract Year, and if Customer exceeds 67,000,000 API calls in the second Contract Year, Spreedly will charge \$0.007 per API Call for any API Calls in excess of the 67,000,000 Included API Calls above for the remainder of the second Contract Year.

4. **Advanced Vault.** Spreedly's Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service or (ii) the minimum committed fee of \$22,000 per month as set out in Table 2 below. Costs are exclusive of fees imposed by the card associations and/or third-party service providers (e.g. card updates, tokenization, etc.) which will be passed through to Customer and are subject to change at any time. For the avoidance of doubt, Customer will still be charged the third party fee each time a payment card is updated. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees.



Table 2		
Tier	# of Payment Methods	Monthly Fee Per Method
1	0 – 149,999	\$0.025
2	150,000 – 1,499,99	\$0.0225
3	1,500,000 +	\$0.0055

By using Advanced Vault, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform. Customer authorizes Spreedly to act on Customer's behalf to (i) request and retain a Token Requestor ID from applicable card issuers, and (ii) use the Token Requestor ID to provision network tokens where available.

5. Support Services. Upon payment of the applicable fees, Spreedly will provide the technical support services in accordance with the applicable Support Services Terms in the Agreement.

6. Payments. Customer will pay the Annual Platform Fee at the beginning of each Contract Year with the first payment within 45 days of the Order Form Effective Date. Spreedly will invoice Customer the Platform Fees for the second Contract Year at least 45 days prior to the anniversary of the Order Effective Date. The committed API Usage Fees will be invoiced in equal monthly installments during the Term. Additional API Usage Fees (if any), and Advanced Vault Fees may be added to the applicable monthly invoice as a separate line item. All payments are subject to the terms prescribed in Section 5 of the Agreement.

Customer may elect to pay all amounts due under this Agreement either by:

- (a) ACH payment or wire transfer to the following account:

Receiver: Webster Bank
 ABA/Routing #: 211170101
 SWIFT Code: WENAUS31
 Beneficiary: 0024760830
 Spreedly, Inc.
 300 Morris Street, Suite 400
 Durham, NC 27701
 USA

- (b) check delivered to the address specified in the relevant invoice.

If Customer fails to make any payment when due then, in addition to all other remedies that may be available to Spreedly in the Agreement, Spreedly may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

[Signatures on Next Page]



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The Parties have executed this Service Order 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:

Signed by:



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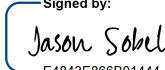
Justin Benson
Name: _____

CEO
Title: _____

12/30/2024
Date: _____

By:

Signed by:



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Jason Sobel
Name: _____

Chief Technology
Officer
Title: _____

12/30/2024
Date: _____