spreedly

SERVICE ORDER #Q-09952

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

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

Order Form Issued: April 9, 2025

Offer Valid Until: April 30, 2025

This Service Order is entered into between the entity identified above as "Customer" and Spreedly, Inc. effective as of the last day it is signed 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 dated December 19, 2022, as amended, currently in force between the Parties.

In the event of any conflict between the terms of the Agreement and this Service Order, the 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 applicable Documentation.

    1. <u>Term</u>. The Spreedly services under this Service Order will run conterminously with Service Order #Q-09629 and any actions or events which operate to extend or terminate Service Order #Q-09629 will automatically extend or terminate this Service Order.

    2. <u>Recover</u>. Spreedly's Recover service will automatically retry declined transactions on one or more backup gateways designated by and under conditions set by Customer as stated in the product documentation at https://developer.spreedly.com/docs/transaction-retry.

Spreedly will not charge for Recover services for the first 45-days beginning when Customer either: (1) includes its first retry object in a transaction call to Spreedly's transaction API; or (2) first uses a retry object in an automated routing workflow. After the trial period ends, Customer will only be charged for Recovered Transactions (defined below) at a rate of 2.5% of the transaction value in the "amount" field of the Recovered Transaction. No charges will incur for transactions that retry but fail on Customer's backup gateway(s).

Recover will be charged monthly in USD. For transactions recovered in currencies other than USD, Spreedly will convert the fee amount to USD as described in the Documentation.

"Recovered Transaction" means a transaction of any type that was unsuccessful on the first attempt for any reason, which by way of invoking the Recover function resulted in success on a subsequent attempt.

    3. <u>Payments</u>. All Fees are due and payable within 30 days of the invoice date and are subject to the terms prescribed in the Agreement. Customer may elect to pay all amounts due under this Service Order by one or more of the payment methods available under Service Order #Q-09549.

If Customer fails to make any payment when due then, in addition to all other remedies that may be available, 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.
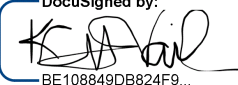
[Signatures on Next Page]

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.

By: _[DocuSigned by: signature]_
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Name: Nellie Vail

Title: CFO

Date: 6/3/2025

The New York Times Company

By: _[Signed by: signature]_
E4843E866B01444...

Name: Jason Sobel

Title: Chief Technology Officer

Date: 6/4/2025