

**ORDER FORM #Q-09803****Spreedly, Inc.**

300 Morris Street
Suite 400
Durham, NC 27701

To: Brad Tacy

Customer Legal Name: SeatGeek, Inc.

Tax ID: 27-1457904

Billing Address: 902 Broadway Ave, New York,
New York 10010, United States

Sales Rep: Danish Siddiqui

Order Form Issued: March 28, 2025

Offer Valid Until: March 31, 2025

This Order Form is entered into between the entity identified above as “Customer” and Spreedly, Inc. effective as of the last day it is signed (“Order Form Effective Date”) and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, “Agreement” means the Services Agreement dated February 28, 2018, as amended, currently in force between the Parties.

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

1. **Term.** This Order Form supersedes and replaces Order Form #Q-03371 dated February 28, 2024. The Initial Term of this Order Form is 24 months, after which this Order Form will terminate unless the parties agree in writing to renew for an additional 12-month period (a “Renewal Term” and, together with the Initial Term, the “Term”). Each 12 months of service is a “Contract Year”. The services and Initial Term will begin February 28, 2025.

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 gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	\$0.00	\$0.00
Discount – (\$180,000.00)		
API Usage Fee:	\$600,000.00	\$600,000.00
Committed API Calls	300,000,000	300,000,000
Cost per API Call – \$0.002		
Advanced Vault – see section 7	\$79,500.00	\$257,580.00
Premium Support	Included	Included
Committed Annual Fees	\$679,500.00	\$857,580.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 600,000,000 API calls to the Spreedly Platform at a cost of \$0.002 per call (“API Usage Fee”) to be utilized during the Initial Term. Customer will be invoiced for 300,000,000 API calls in the first Contract Year and 300,000,000 calls in the second Contract Year. If Customer exceeds 300,000,000 API calls in any Contract Year, and unless Customer elects to pre-purchase additional API calls pursuant to Section 4 below, Spreedly will charge Customer monthly in arrears an overage rate of 1.5 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.



4. Customer may elect to pre-purchase additional API calls at any time during the Term in blocks of 20,000,000 API calls at a rate of \$0.002 for a total cost of \$40,000.00. All pre-purchased API calls expire at the end of the Contract Year in which they were purchased.

5. Renewal Fees. Except as otherwise agreed by the Parties in writing, this Order Form will automatically renew as described in Section 1 at the same committed usage (if any) and the fee for each service respectively will increase by 3% over the prior 12-months.

6. 3D Secure. Notwithstanding anything to the contrary, for the avoidance of doubt, Customer will not be charged any 3DS Transaction fee for its continued, ongoing use of the 3DS Gateway Specific authentications during the Term as described in the Documentation. To the extent Customer elects to enable 3DS Global authentication through the Platform as described in the Documentation, Customer will be charged 3DS Global authentications at a rate of \$0.0225 per 3DS Transaction.

Spreedly enables 3DS authentication through the Platform as outlined in the Documentation at <https://developer.spreedly.com/docs/3ds-solutions>. Customer is solely responsible for complying with all applicable payment regulations, card network rules, and merchant obligations related to 3DS. Any chargebacks, authentication errors, or transaction failures must be resolved directly with the relevant financial institutions or service providers. Spreedly is not liable for unauthorized transactions, chargebacks, or fraudulent activities occurring despite the use of 3DS.

7. 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 monthly fee as both are set out in Table 2 below (the "Advanced Vault Fees"). Customer is committing to enroll 5,000,000 payment methods per month in the first Contract Year and 8,1000,000 payment methods per month in the second Contract Year. Advanced Vault Fees are exclusive of fees imposed by the card associations and/or third-party service providers (e.g., card updates) which will be passed through to Customer at cost 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. Notwithstanding the foregoing, Spreedly will notify Customer in advance of changes in third party fees, which notice shall include reasonable documentary evidence of such changes.

Table 2	
Monthly Fee Per Payment Method	Minimum Monthly Fee
\$0.00265	\$13,250.00 in Contract Year 1 \$21,465.00 in Contract Year 2

If this Order Form becomes effective on or before March 31, 2025, Spreedly will apply a one-time discount of \$79,500 applied in equal installments of \$13,250 to the first 6 months invoices for Advanced Vault Fees.

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.

Spreedly agrees to negotiate the increase of committed payment methods in good faith if Customer requests such negotiation at least 30 days prior to the beginning of the second Contract Year of the Initial Term.

8. Support Services. Customer has selected Premium Support. Upon payment of the applicable fees (that are not under good faith dispute), Spreedly will provide the technical Support Services in accordance with the Support; Service Level Agreement in Exhibit B of the Agreement. In addition to any other rights set forth, and notwithstanding anything to the contrary, in the Agreement, Customer has the following remedies for chronic failures to the uptime availability commitment of the Transaction Processing Service:

(a) Customer may ramp down its Committed API Calls to the Spreedly Platform if, during the first 18 months of the Initial Term, the availability of the Transaction Process Service falls below 99.975% in any two (2) months within any rolling six (6)-month period. Any adjustment will be documented by the parties in writing and will not result in any price increase or penalty for Customer. This option to reduce Customer's commitment represents Customer's sole and exclusive remedy for the service level failure in this paragraph, except for any applicable service credits under Exhibit B of the Agreement or termination rights that may be available under Section 8(b) of this Order Form and/or Section 5 (Termination) of the Agreement.



(b) In addition to any other termination rights set forth in the Agreement, Customer shall have the right to terminate this Order Form, without penalty, upon written notice to Spreedly if the availability of the Transaction Process Service falls below 99.95% in any two (2) months within any rolling three (3) month period. This termination right is Customer's sole and exclusive remedy for the service level failure in this paragraph, except for any applicable service credits under Exhibit B of the Agreement.

(c) If Customer terminates this Order Form pursuant to this Section 8 or as otherwise provided in the Agreement, Spreedly will, upon Customer's request (email sufficient), provide reasonable transition assistance ("Transition Services") to facilitate Customer's export of card data, credit card information, or other user data. Provider will grant Customer continued Platform access and reasonable cooperation for up to 90 days after termination or as otherwise agreed in writing ("Transition Period"). The terms of this Order Form and the Agreement shall continue to govern the Transition Services until they are complete.

Unless otherwise agreed in writing, Customer's use of the Platform during the Transition Period will be billed at the same rates as this Order Form but based solely on actual usage, with no pre-purchase volume commitments. For clarity, Customer will not have committed API usage or a minimum monthly fee for Advanced Vault; API call fees and Advanced Vault Fees will be billed monthly in arrears, during the Transition Period.

9. Co-marketing. Customer agrees to participate with Spreedly in creating a case study for use in Spreedly marketing after the completion of first Contract Year, provided that Customer observes sustained improvements by Spreedly in maintaining SLA availability commitments. The content and format of such case study will be mutually agreed between the parties and Spreedly will cover all production costs.

10. Payments. Customer will pay the Committed Annual Fees in equal quarterly installments, with the first installment due and payable within thirty (30) days of the Effective Date and each subsequent quarterly payment within thirty (30) days of the receipt of the applicable invoice. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced thirty (30) days prior to the anniversary of the Effective Date ("Annual Renewal Date") and will be due and payable prior to the Annual Renewal Date. All payments are subject to the terms prescribed in the Agreement.

Except during a Transition Period for which fees will be billing monthly, Customer will pay the applicable fees for 3D Secure, Advanced Vault, and additional API Usages Fees (if any), on a quarterly basis. All Fees are subject to the terms prescribed in the Agreement.

Customer may elect to pay all amounts due under this Order Form 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
or

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

If Customer fails to make any payment when due then (unless otherwise subject to a good faith dispute), 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]



CONFIDENTIAL

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

Spreedly, Inc.


By:  Signed by:
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Name: Justin Benson

Title: CEO

Date: 3/31/2025

SeatGeek, Inc.

By:  DocuSigned by:
13512EC4E9274D8...

Name: John Bradford Tacy

Title: Chief Financial Officer

Date: 3/31/2025