

**ORDER FORM #Q-09652**

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

**To:** David Demsky  
**Customer Legal Name:** Publishing Services LLC  
**Tax ID:** 52-0953737  
**Billing Address:** 1001 Cathedral St., Baltimore,  
Maryland 21201  
**Sales Rep:** Thomas Tuten

**Order Form Issued:** April 29, 2025

**Offer Valid Until:** April 30, 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 March 31, 2020 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 #1 dated April 30, 2024. The Initial Term of this Order Form is 24 months, after which this Order Form will automatically renew for successive 12-month periods (each, a “Renewal Term” and, together with the Initial Term, the “Term”) unless either party has provided written notice of its intent to not renew not less than 60 days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a “Contract Year”. The services and Initial Term will begin April 30, 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:	\$145,000.00	\$145,000.00
API Usage Fee:	\$66,000.00	\$77,000.00
Included API Calls – 22,000,000		
Cost per API Call for Year 1 – \$0.006		
Cost per API Call for Year 2 - \$0.007		
3D Secure – Committed Usage	\$2,400.00	\$2,400.00
Cost per authentication call - \$0.15		
Advanced Vault	\$6,000.00	\$6,000.00
Professional Support	Included	Included
<b>Committed Annual Fees</b>	<b>\$219,400.00</b>	<b>\$230,400.00</b>

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 22,000,000 API calls to the Spreedly Platform at a cost of \$0.006 per call for the first Contract Year and \$0.007 for the second Contract Year (“API Usage Fee”) to be utilized during the Initial Term. Customer will be invoiced for 11,000,000 API calls in the first Contract Year and 11,000,000 calls in the second Contract Year. If Customer exceeds 11,000,000 API calls in any

Contract Year, Spreedly will charge Customer monthly in arrears an overage rate determined by the contract month in which Customer first exceeds the pre-purchased API calls.

- If the overage first occurs in months 1 through 10 of the Contract Year, Spreedly will charge 2 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.
- If the overage first occurs in months 11 or 12 of the Contract Year, Spreedly will charge 1.5 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.

Alternatively, Customer may elect to pre-purchase additional API calls in blocks of 1,100,000 at a rate of \$0.0125 per call to be utilized during the Initial Term. All pre-purchased API calls expire at the end of Contract Year which they were purchased.

4. **3D Secure.** Customer will receive 25,000 3DS authentication requests through the Platform as part of the annual fee of \$2,400.00 for 3DS enablement. Additional 3DS authentication requests will be charged monthly in arrears at a rate of \$0.15 per 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.

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). The Annual Platform Fee and the API Usage Fee will be renewed at the then-current list pricing at time of renewal.

6. **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 as set out in Table 2 below or (ii) the minimum committed fee of \$500.00 per month. 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	
Monthly Fee Per Payment Method	Minimum Monthly Fee
\$0.0045	\$500.00

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.

7. **Support Services.** Customer has selected Professional Support in accordance with the Support Service Terms posted at <https://www.spreedly.com/support-services-terms> and the service levels set out in Exhibit B the Agreement. Spreedly will assign a named account manager to support Customer's account at all times during the Term. In addition to any other termination rights set forth in the Agreement, Customer shall have the right to terminate this Order Form without penalty at the end of the first Contract Year, upon at least 90 days prior written notice to Spreedly, if the availability of the Transaction Process Service falls below 99.95% in any three (3) months within any rolling eight (8) month period or if Spreedly fails to assign a named account manager to support Customer's account for greater than 30 days. This termination right is Customer's sole and exclusive remedy for the service level failure in this paragraph.

8. **Professional Services.** If this Order Form is signed by Customer on or before April 30, 2025, Spreedly will provide Customer with an annual credit of five thousand dollars (\$5,000) toward Professional Services offered by Spreedly. Such Professional Services will be mutually agreed upon by the Parties and documented in a separate Statement of Work executed by both Parties. The credit must be used within the Contract Year in which it is granted and may not be carried over to subsequent years, redeemed for cash, or applied to other services or fees under the Agreement. If the cost of the Professional Services exceeds the credit amount, Customer will pay the difference as outlined in the SOW.

9. Payments. Customer will pay the Committed Annual Fees in equal quarterly installments, with the the first installment due and payable within 30 days of the Order Form Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment 30 days prior to the three, six, and nine month anniversaries of the Order Form Effective Date (a "Quarterly Payment Date"), with such amounts due and payable prior to the applicable Quarterly Payment Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced at least 30 days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable prior to the Annual Renewal Date.

Customer will pay the applicable fees for 3D Secure, Advanced Vault, and additional API Usages Fees (if any), will be invoiced monthly. All Fees are due and payable within 30 days of the invoice date 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, 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 Order Form by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

**Spreedly, Inc.****Publishing Services LLC**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: