Spreedly

ENTERPRISE SERVICE AGREEMENT

Part A: Parties

SPREEDLY	
Name:	Spreedly, Inc.
Address:	733 Foster Street, Suite 100
City/State:	Durham, NC 27701

CUSTOMER	
Name:	WP Company LLC
Address:	1302 K St NW
City/Country:	Washington, DC 20071

PRIMARY SPREEDLY CONTACT

Name:	Daniel Scagnelli
Title	Sr. Enterprise Account Executive
Phone:	888-727-7750
Email:	dscagnelli@spreedly.com

PRIMARY CUSTOMER CONTACT

Name:	Matthew Monahan
Title:	Head of Product
Phone:	202-573-1207
Email:	Matthew.monahan@washpost.com

Part B: Terms

1.   This Service Agreement (including its exhibits, the "**Agreement**") is effective as of March **6**, 2020 ("**Effective Date**") and is between Spreedly, Inc. ("**Spreedly**"), and **WP Company LLC**("**Arc**").   The parties shall work in good faith toward the goal of entering into a full Master Services Agreement (the "**MSA**") by May 8, 2020, which shall supersede the terms hereof upon execution thereof.

2.   Provision and Use of Service.

   a.   Spreedly hereby grants Arc and each of its publishing clients (each a "**Publishing Client**" and, together with Arc, collectively, the "Customer") a worldwide, limited, non-exclusive, non-transferable license, without the right to sublicense, during the Term, to electronically access and use the Spreedly API (the "**Service**") to validate, tokenize and vault credit cards (and other payment types) and then process charges against those payment methods against one or more of the payment gateways that are integrated to the Service and/or third-party payment method receivers that Spreedly supports, and, where applicable, automatically update expired or lost credit cards. Spreedly is not a payment gateway or merchant account provider and Spreedly does not assume any direct or indirect liability or responsibility for Customer's agreements with payment gateways or merchant account providers supported on our Service. The foregoing license includes Customer's right to access and use Spreedly's website and any software programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to Customer by Spreedly in connection with the Service.

   b.   Arc shall be responsible and liable to Spreedly for the performance, acts, omissions and non-compliance of each Publishing Client with the terms of this Agreement to the same extent that as if such performance, acts, omissions and/or non-compliance were by Arc.

   c.   Customer shall comply with all laws, directives, rules and regulations (collectively, "**Laws**") applicable to its use of the Service and Spreedly reserves the right to restrict access to the Service if it determines, in its reasonable discretion, that Customer is in violation of this requirement, although it shall give Customer prior written notice and the opportunity to correct such violation if commercially reasonable.

   d.   Spreedly reserves the right to not store or submit any transaction Customer submits that Spreedly reasonably believes in good faith is in violation of this Agreement or applicable Law, any other Spreedly agreement, or otherwise exposes Customer or other Spreedly users to harm, including but not limited to, fraud and other criminal acts.

3. Intellectual Property Rights.

   a. The Service is licensed and not sold. Spreedly reserves all rights not expressly granted to Customer in this Agreement. The Service is protected by copyright, trade secret and other intellectual property laws. Spreedly owns the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the Service and all copies of the Service. This Agreement does not grant Customer any rights to our trademarks or service marks. For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the Laws of any state, country, territory or other jurisdiction.

   b. Customer may submit comments or ideas about the Service, including without limitation, about how to improve the Service or other Spreedly products ("**Ideas**"). By submitting any Idea, Customer agrees that its disclosure is gratuitous, unsolicited and without restriction and will not place Spreedly under any fiduciary or other obligation, and that Spreedly is free to use the Idea without any additional compensation to Customer.

4. Term and Termination.

   a. The term of this Agreement shall commence on the Effective Date and shall expire on the first anniversary of the Effective Date (the "**Term**"), unless otherwise terminated in accordance with the terms hereof.

   b. Either party may terminate this Agreement, by written notice to the other party effective as of the date specified in such notice, if the other party materially breaches this Agreement and such breach: (i) cannot be cured; or (ii) being capable of cure, remains uncured thirty (30) days after the breaching party receives written notice thereof.

   c. Upon termination of this Agreement and any applicable Transition Period: (i) Spreedly will immediately discontinue Customer's access to the Service; (ii) Customer shall complete all pending transactions and stop accepting new transactions through the Service; and (iii) each party will promptly return to the other or, if so directed by the other party, destroy all originals and copies of any Confidential Information of the other party (including all notes, records and materials developed therefrom).

   d. If this Agreement expires or is terminated prior to entering into the MSA, then upon request by Customer made 15 or more days before the applicable expiration/termination date, Spreedly shall continue to provide Customer with access to the Service for a 30-day period after the expiration/termination date (the "**Transition Period**") solely to allow Customer to export or arrange export of its card data or other credit card or user information associated with Customer's account, free of charge for the Transition Period.

5. Representations.

   a. Each party to this Agreement represents and warrants to the other that: (i) it possesses the legal right and corporate power and authority to enter into this Agreement and to fulfill its obligations hereunder; (ii) its execution, delivery and performance of this Agreement will not violate the terms or provision of any other agreement, contract or other instrument, whether oral or written, to which it is a party; (iii) it has all rights and licenses necessary to enter into this Agreement and fulfill its obligations hereunder; (iv) it will comply with applicable Law in connection with this Agreement; and (v) it will comply, to the extent applicable to such party, with (A) the terms of service of the payment gateways, merchant service providers and/or API endpoints Customer connects with on the Service; (B) the operating rules, bylaws, schedules, supplements and addenda, manuals, instructions, releases, specifications and other requirements, as may be amended from time to time, of any of the payment networks including Visa, MasterCard, American Express, Discover Financial Services, and any affiliates thereof or any other payment network applicable to this Agreement; (C) PCI-DSS and PA-DSS, as applicable; and (D) any regulatory body or agency having jurisdiction over the subject matter hereof.

   b. Customer represents and warrant to Spreedly that it will not knowingly use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service.

6. Pricing. Spreedly will charge Customer the fees outlined on Exhibit A for use of the Services. If the parties enter into the MSA on or before May 8, 2020 the Total Base Annual Fee paid by Customer to Spreedly hereunder shall be applied as a credit against the total annual base fee that shall be due and payable by Customer under the MSA for the first year thereof.

7. Confidential Information.

   a. For the purposes of this Agreement, "**Confidential Information**" means any and all technical and non-technical information, whether in graphic, electronic, written or oral form, disclosed by either Spreedly or the Customer in connection with this Agreement or the relationship governed hereby, including the Spreedly API or any API owned or otherwise controlled by the Customer, any ideas, techniques, drawings, designs, descriptions, specifications, works of authorship, patent applications or other filings, models, inventions, know-how, processes, algorithms, software source documents, and formulae related to the current, future, and proposed technologies, products and services of each of the parties, and also

any information concerning research, experimental work, development, engineering, financial information, purchasing, customer lists, pricing, investors, employees, business and contractual relationships, business forecasts, business plans, Personal Information, sales and merchandising, marketing plans of or related to Spreedly or the Customer and information either party provides to the other regarding or belonging to third parties, whether or not labeled or marked as "Confidential," "Proprietary" or with a similar proprietary legend (if it would reasonably be expected to be confidential based on the nature of the information or circumstances of disclosure), and which may also be disclosed verbally. "Confidential Information" does not include any information which: (i) now or hereafter enters the public domain through no breach of an obligation of confidentiality or other fault of a party; (ii) the receiving party independently knows free of any obligation of confidentiality at the time of receiving such information; (iii) a third party hereafter furnishes to the receiving party without restriction on disclosure and without breach of any confidentiality obligations; or (iv) the receiving party has independently developed without any use of or reference to any Confidential Information and without breaching this Agreement.

b.   Each party shall: (i) only disclose Confidential Information to any of its and/or its employees, officers, directors, partners, consultants, contractors, agents and representatives (collectively, its "**Representatives**") that have a need to know such Confidential Information and who have agreed to terms at least as restrictive as those stated in this Agreement; (ii) hold in strict confidence and not disclose any Confidential Information to any third party, except as permitted herein; (iii) protect and safeguard any and all Confidential Information using the same standard of care as it uses to protect and safeguard its own confidential and/or proprietary information, but in no event less than a reasonable standard of care; (iv) use such Confidential Information only to the extent required for the purposes of this Agreement; (v) not reproduce Confidential Information in any form except as required for the purposes of this Agreement; (vi) not reverse-engineer, decompile, or disassemble any software or devices disclosed by the other party; (vii) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (viii) promptly provide the other party with notice upon discovery of any loss or unauthorized disclosure of the Confidential Information. Each party shall be liable for any failure of its Representatives to abide by the provisions of this Agreement as if such failure was the act or omission of such party.

c.   Notwithstanding the foregoing, either party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by applicable Laws, but only after providing the other party with prior written notice and the opportunity to object to such disclosure (unless otherwise prohibited by applicable Law); or (ii) with prior written notice to the other on a "need-to-know" basis and under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors, or to a Qualified Security Assessor ("**QSA**") for the purpose of assessing compliance with the Payment Card Industry Data Security Standards ("**PCI-DSS**").

d.   All Confidential Information (including all copies thereof) shall remain the property of the disclosing party. Upon the request of the disclosing party, the receiving party shall either (a) return such materials to the disclosing party; or (b) certify in writing as to the destruction thereof.

8.   PCI-DSS. Spreedly represents and warrants that, at all times during the Term of this Agreement, it shall be fully compliant with PCI-DSS and all other applicable standards and guidelines issued by the PCI Security Standards Council, LLC, (the "**Council**") as modified from time to time, and shall, on request or on a periodic basis in accordance with the Card Rules (as defined below), provide proof thereof. In addition:

a.   Spreedly covenants, represents and warrants that, at all times during the duration of this Agreement, it complies with and will comply with all applicable rules and guidelines regarding service providers, third-party agents and processors as issued by the Card Associations (the "**Card Rules**"), as updated from time to time, and including Card Rules applicable to U.S. and international credit card transactions. The term "**Card Associations**" means MasterCard, VISA, American Express, Discover, JCB or any other credit card brand or payment card network for or through which Spreedly Processes payment card transactions. "**Processes**," "**Processed**" or "**Processing**" shall mean any operation in relation to Personal Information irrespective of the purposes and means applied including, without limitation, access, collection, retention, storage, transfer, disclosure, use, erasure, destruction, and any other operation. "**Personal Information**" means any information that identifies or could reasonably be used to identify an individual person, including but not limited to names, cardholder data, social security numbers, driver's license numbers, tax identification numbers, addresses and telephone numbers, or any information which is compiled or derived from any of the foregoing.

b.   Spreedly represents and warrants that it validates its PCI-DSS compliance as required by the applicable Card Rules, and, as of the effective date of this Agreement, Spreedly has complied with all applicable requirements to be considered compliant with PCI-DSS, and has performed all necessary steps to validate its compliance with the PCI-DSS. Without limiting the foregoing, Spreedly represents and warrants: (i) that it undergoes an Annual On-Site PCI Data Security Assessment ("**Annual Assessment**") by a QSA and pursuant to its most recent Assessment, it is currently certified as compliant with the current version of PCI-DSS by the QSA; (ii) that it undergoes a quarterly network scan ("**Scan**") by an approved scanning vendor ("**ASV**") and that it is has passed its most recent scan.

c.   Spreedly will notify Customer within seven (7) days if it (i) receives a non-compliant Annual Assessment from a QSA; (ii) fails to undergo or complete any Annual Assessment prior to the expiration of the previous year's Annual Assessment; (iii) is unable to pass any of its Scans; or (iv) is no longer in compliance with PCI-DSS.

d.   Spreedly agrees to supply Customer with evidence of its most recent Annual Assessment prior to or upon execution of this Agreement. Thereafter, Spreedly shall annually supply to Customer, or make available on www.spreedly.com, evidence of Spreedly's successful completion of its Annual Assessment and will, upon reasonable request, supply Customer with additional evidence of its overall PCI-DSS compliance status.

e.   Spreedly shall, with respect to the Customer's data, use only validated third-party payment applications that have been certified as compliant with the Council's Payment Application Data Security Standards ("**PA-DSS**"), as updated from time to time.

f.   Customer may elect at any time to perform an automatic export of any Card Data or other credit card or user information associated with Customer's account to a third party endpoint for which Spreedly supports third-party vaulting (a "**Supported TPV Endpoint**") as set forth at: https://docs.spreedly.com/guides/third-party-vaulting/.   For any endpoint that is not a Supported TPV Endpoint, Customer may request that Spreedly perform one (1) free-of-charge manual export during the Term, of any Card Data or other credit card or user information associated with Customer's account to a recipient designated by Customer, provided the recipient has proven that it is PCI-DSS compliant and the transfer is not in violation of any applicable Laws. If Customer requires additional manual exports during the Term, each additional manual export shall incur a $1,000 charge. Spreedly reserves the right to delete all of Customer's Card Data and any other account data stored on its servers 30 days after the effective date of termination of this Agreement (the "**Data Transfer Window**"). If Customer requires additional time to arrange the export of its Card Data to a PCI compliant third party, it may extend the Data Transfer Window for additional 30 day periods by paying the prorated Base Annual Fee as determined in accordance with Exhibit A of this Agreement.

9.   Security. Without limiting the requirements of this Agreement, Spreedly agrees that all Customer Confidential Information (including Personal Information) will be secured from unauthorized access, use, disclosure, loss, theft and Processing using industry standard security practices and technologies. Without limiting the foregoing, Spreedly represents and warrants the following:

a.   Spreedly has in place a comprehensive, written information security program designed to protect the information under its custody, management or control, including all Customer Confidential Information. Spreedly's information security program satisfies the requirements of all data security Laws applicable to Spreedly, and includes the following safeguards: (i) secure business facilities, data centers, servers, back-up systems and computing equipment including, but not limited to, all mobile devices and other equipment with information storage capability; (ii) network, device application, database and platform security; (iii) secure transmission, storage and disposal; (iv) authentication and access controls within media, applications, operating systems and equipment; (v) encryption of Customer Confidential Information placed on any electronic notebook, portable hard drive or removable electronic media with information storage capability, such as compact discs, USB drives, flash drives, tapes; (vi) encryption of Personal Information in transit and at rest; (vii) Personal Information must not be Processed in test, development or non-production environments; and (viii) Personnel security and integrity including, but not limited to, background checks consistent with applicable Law and the requirements of this Agreement. "**Personnel**" means a party's officers, directors, employees and authorized agents who contribute to the performance of such party's obligations under this Agreement. For purposes of the foregoing, a party and its officers, directors, employees and authorized agents shall not be deemed Personnel of the other party.

b.   Spreedly shall regularly, but in no event less than annually, evaluate, test and monitor the effectiveness of its information security program and shall promptly adjust and/or update such programs as reasonably warranted by the results of such evaluation, testing, and monitoring.

c.   All Spreedly Personnel with access to Customer Confidential Information are provided appropriate information security and privacy training to ensure their compliance with Spreedly's obligations and restrictions under this Agreement, with applicable Laws and with Spreedly's information security program.

10.   Breaches of Security.

a.   "**Breach of Security**" means (i) any loss, misuse, compromise, or unauthorized access to Personal Information that Spreedly collects, generates, or obtains from or on behalf of Customer, or (ii) any other act or omission that compromises or undermines the physical, technical, or organizational safeguards put in place by Spreedly in Processing such information or otherwise providing services under this Agreement.

b.   If there is a Breach of Security, Spreedly will (i) notify Customer within 24 hours of becoming aware of such occurrence and will provide such notice to Customer by contacting the primary Customer Contact set forth above by email and telephone, (ii) promptly investigate the Breach of Security to attempt to determine the root cause, (iii) consult with Customer in good faith about remediation and mitigation plans, and (iv) take all steps reasonably necessary to promptly remediate the effects of such occurrence, ensure the protection of those data subjects that are affected or likely to be affected by such occurrence, prevent the re-occurrence, and comply with applicable Laws.

c.   Spreedly will, at its own cost and at the reasonable direction of Customer, make any notifications, including to data subjects, regulatory authorities and credit reporting agencies, in each case that are required by applicable Law or any Card

Association. Spreedly shall not inform any third party of any Breach of Security, except other affected Spreedly customers or as may be required by applicable Law, without first obtaining Customer's prior written consent.

11.   Insurance. At all times during the Term, Spreedly shall maintain (i) commercial general liability insurance with at least $1,000,000 per occurrence and (ii) "errors and omission" (tech and cyber coverage) insurance in an amount not less than $10,000,000. Upon Customer's request, Spreedly shall provide Customer with a copy of such policy or policies or a certificate of insurance evidencing the same.

12.   Indemnification.

a.   Spreedly shall indemnify, defend and hold harmless Customer against any loss or damage that Customer may sustain or incur (including attorneys' fees and costs), in relation to any claim or action by a third party (including, without limitation, any regulatory or government authority) (each a "**Claim**"), arising out of or related to any of the following: (i) any claim that the Service infringes, violates or misappropriates a patent, copyright, trademark, trade secret or other intellectual property right of any third party (collectively, "**Third-Party IP Rights**"); (ii) any breach by Spreedly of Section 7 (Confidential Information), Section 8 (PCI-DSS) or Section 9 (Security); or (iii) any Breach of Security that is caused by Spreedly's material breach of its security obligations set forth in Section 9.

b.   Customer shall indemnify, defend and hold harmless Spreedly against any loss or damage that Spreedly may sustain or incur (including attorneys' fees and costs), in relation to any Claim arising out of or related to any of the following: (i) any breach of Section 7 (Confidential Information); and/or (ii) Customer's use of the Service in violation of the terms of this Agreement and/or any applicable Law.

c.   Each party shall promptly notify the other party in writing of any Claim for which such party believes it is entitled to be indemnified pursuant to Section 12.a or 12.b. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Claim and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 12.c will not relieve the Indemnitor of its obligations under this Section 12 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not enter into any settlement that imposes any liability or obligation on the Indemnitee without the Indemnitee's prior written consent.

13.   Limitation of Liability.

a.   IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b.   EXCEPT AS SET FORTH IN SECTION 13.c OR 13.d, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR DIRECT DAMAGES EXCEED THE AMOUNT OF FEES PAID (AND, WITH RESPECT TO CUSTOMER'S LIABILITY, DUE AND PAYABLE) TO SPREEDLY BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM (THE "**GENERAL LIABILITY CAP**").

c.   NOTWITHSTANDING THE FOREGOING, EACH PARTY'S AGGREGATE LIABILITY FOR LIABILITIES RESULTING FROM: (1) A BREACH OF SECTION 7 (CONFIDENTIAL INFORMATION), OR (2) INDEMNIFICATION (SECTION 12), SHALL NOT EXCEED $**2,000,000** (THE "**SUPER LIABILITY CAP**"). THE SUPER LIABILITY CAP SHALL BE IN LIEU OF, AND NOT IN ADDITION TO, THE GENERAL LIABILITY CAP AND SHALL APPLY SOLELY TO THE CLAIMS DESCRIBED UNDER THIS SECTION 14.c.

d.   NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTIONS 13.a AND 13.b DO NOT APPLY TO THE FRAUDULENT, CRIMINAL OR GROSSLY NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF A PARTY.

14.   Assignment. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors and permitted assigns. Neither party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other party; provided, however, that either party may assign this Agreement in its entirety, without the other party's consent, to an entity that acquires all or substantially all of the business or assets of the assigning party relating to the subject matter of this Agreement, whether by merger, reorganization, acquisition, sale or otherwise.

15.   Notices. Any notices required to be delivered in writing hereunder shall be sent to the party's address set forth in Part A and shall be deemed delivered when (i) by personal delivery (when actually delivered); (ii) by overnight courier (upon written verification of receipt); or (iii) by certified or registered mail, return receipt requested (upon verification of receipt). Either party may change its address at any time by giving written notice of the change to the other party.

16. <u>Force Majeure</u>. Neither party will be liable for failure or delay in performance due to causes beyond its reasonable control, including without limitation acts of God, terrorism, war, riots, fire, earthquake, flood or failure of internet or communications infrastructure. Notwithstanding the foregoing, if any force majeure event lasts more than thirty (30) days, Customer will have the right to terminate the Agreement.

17. <u>Survival</u>. Sections (Intellectual Property Rights) 4.c (Effect of Termination), <u>4.d</u> (Transition Period), 7 (Confidential Information), 12 (Indemnification), 13 (Limitation of Liability), 17 (Survival) and 18 (Miscellaneous) will survive expiration or termination of this Agreement.

18. <u>Miscellaneous</u>. This Agreement shall be governed by the Laws of the State of Delaware (without regard to its choice of law provisions). The parties agree that the exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or Federal court located in New Castle County, Delaware. Each party irrevocably waive any and all rights they may have to trial by jury in any judicial proceeding involving any claim relating to or arising under this Agreement. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable Law or court decisions. The parties are independent contractors and this Agreement does not create an agency, partnership, joint venture, employee/employer or other similar relationship between them. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the last date of signature below:

Spreedly, Inc.

By: *Justin Benson*

Name: Justin Benson

Title: CEO

Date: 3/6/2020

WP Company LLC

By: *Matthew Monahan*

Name: Matthew Monahan

Title: Head of Product

Date: 3/6/2020

EXHIBIT A

PRICING

Customer shall pay Spreedly a "**Total Base Annual Fee**" of $100,000 for the Term of this Agreement, which shall entitle Customer to the following:

Enterprise Pricing Table	
Enterprise Platform Fee: $75,000	**$75,000**
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
API Usage Fee:	**$25,000**
Included Non-Partner API Calls	**5,000,000**
Cost per API Call	**$0.005**
Total Base Annual Fee	**$100,000**

In the event Customer's actual API usage exceeds the included volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears at a rate determined by the contract month in which the Customer first exceeds the included API volume.

- If the overage first occurs in Months 1 through 10: billed at $0.010 per API call for the remainder of the contract term.

- If the overage first occurs in Month 11 or 12: billed at $0.0075 per API call for the remainder of the contract term.

Enterprise Account Management
All enterprise accounts benefit from support prioritization and a named account manager.

Payment
Customer will pay one-half of the Total Base Annual Fee owed under this Agreement (i.e., $50,000) within 15 days of the Effective Date. Customer shall pay the other half of the Total Base Annual Fee owed under this Agreement (i.e., $50,000) by August 31, 2020. Except in the event of termination by Customer for Spreedly's breach under Section 4b, all payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off, and free and clear of, and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any government, fiscal or other authority, save as required by law. If Customer is compelled to make any such deduction, it will pay Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.

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

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

Receiver:	Silicon Valley Bank
ABA/Routing #:	121140399
SWIFT Code:	SVBKUS6S
Beneficiary:	3301451580
	Spreedly, Inc.
	733 Foster Street, Suite 100
	Durham, NC 27701
	USA

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

EXHIBIT B

SERVICE LEVEL AGREEMENT

Service Level Agreement

The Transaction Processing Service (as defined below) shall be available 99.95%, measured monthly, excluding scheduled maintenance. For purposes hereof, "**Transaction Processing Service**" means Spreedly's core API responsible for processing Customer's payment transaction requests, and does not include any beta features or non-payment transaction Spreedly services such as dashboard reporting. For purposes of calculations, the following shall apply:

- Availability means that the services are up and running, accessible by Customer and its end users, without interruption or undue delay.

- Any downtime resulting from outages of third party connections or utilities or other reasons beyond Spreedly's control will be excluded from any such calculation.

- Any unavailability resulting from Spreedly's right to suspend the Service in accordance with the terms of the Agreement shall be excluded from any such calculation.

- Downtime shall begin to accrue as soon as the Transaction Processing Service is unavailable to Customer and/or its end users, and continues until the availability of the Transaction Processing Service is restored.

- Spreedly shall give no less than 5 business days prior written notice to Customer of all scheduled maintenance. Spreedly shall 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 during which the scheduled maintenance will be carried out (which shall not exceed 60 minutes individually or 24 hours in the aggregate in any month).

In the event of a failure to comply with foregoing service level for a given calendar month (a "Service Level Failure"), Spreedly shall issue a credit to Customer (each, a "Service Credit") in the following amounts based on the availability for the applicable calendar month (as follows):

Monthly Availability Percentage	Credit Percentage
Less than 99.95% but greater than or equal to 99.90%	5% of 1/12th of Base Annual Fee
Less than 99.90% but greater than or equal to 99.80%	10% of 1/12th of Base Annual Fee
Less than 99.80% but greater than or equal to 99.70%	15% of 1/12th of Base Annual Fee
Less than 99.70%	20% of 1/12th of Base Annual Fee

Service Credits may not be redeemed for cash and shall be applied to Customer's next applicable payment of Base Annual Fee. The issuance of Service Credits sets forth Spreedly's sole obligation and liability and Spreedly's sole remedy for any Service Level Failure.

Notwithstanding the foregoing, Spreedly has no obligation to issue any Service Credit unless Customer requests such Service Credit in writing within ten (10) days of the Service Level Failure.

EXHIBIT C

Support

Spreedly will provide email support between 8.30 am and 8.00 pm (US Eastern timezone). Customer and its employees and consultants can contact Spreedly at support@spreedly.com with questions about the Transaction Processing Service, to report errors or other problems with the Transaction Processing Service, or to otherwise request support or assistance with respect to the Transaction Processing Service. Spreedly will maintain a sufficient number of Spreedly Support Contacts to ensure timely responses to emails from Customer and to otherwise satisfy Spreedly's obligations under this Exhibit C.

Spreedly shall make updates to the Transaction Processing Service available to Customer on a regular basis. In addition, Spreedly shall troubleshoot and resolve errors related to the Transaction Processing Service in accordance with the following table:

Category	Definition	Spreedly Acknowledgement Time	Resolution
Low	End-user or Customer complaint that requires investigation by Spreedly (including bugs not impacting API uptime)	Up to 48 hours	Next update
Serious	Customer's use of Transaction Processing Service is severely impaired due to Spreedly-side issue	Up to 4 hours	Within 3 days
Critical	Transaction Processing Service is unavailable due to Spreedly-side issue	Up to 60 minutes	Within 1 day

Spreedly has internal systems and procedures in place to notify support personnel of critical issues with the Transaction Processing Service 24 hours a day, 7 days a week.