

### ORDER FORM #3

This Order Form #3 ("**Order Form**") is entered into by and between by Spreadly, Inc. ("**Spreadly**" or "**Service Provider**") and WarnerMedia Direct, LLC ("**Customer**") (each, a "**Party**" and collectively "**Parties**") and is effective as of the date it is fully signed by both Parties ("**Order Effective Date**"). Upon execution of this Order Form by both Parties, Customer hereby orders the Hosted Services identified herein and Spreadly hereby agrees to provide such Hosted Services to Customer and Customer Affiliates (hereinafter referred to collectively as "**Customer**") subject to the terms set forth herein and in the Master Services Agreement dated as of **March 15, 2021** entered into by and between Spreadly and Warner Media, LLC (including its exhibits, schedules and addenda, the "**Agreement**"). Upon execution of this Order Form by both Parties, this Order Form is incorporated by reference into the Agreement. All undefined capitalized terms herein shall have the meanings ascribed to such terms as defined in the Agreement and/or Order #2 (defined below).

#### 1. Hosted Services

The Hosted Services subscribed to under this Order Form are Service Provider's Advanced Vault Service (including the Spreadly API, which provides access to such Service), which is hosted, managed and operated by Service Provider that Customer may use to (i) manage credit cards (and other payment types) and associated metadata stored by Service Provider, (ii) to automatically update End Users' expired or lost credit cards via Spreadly's Account Updater Service, which is included as part of the Advanced Vault Service,, and (iii) to provision and manage network tokens, all as more fully described in **Attachment 2** attached hereto. The terms of this Order Form supersede and replace the terms and pricing applicable to Spreadly's Account Updater Service under Order Form #2 dated March 15, 2023 between the parties ("**Order #2**"). For avoidance of doubt, the terms and conditions for all other Services in Order #2 shall remain in full force and effect.

#### 2. Order Term

The initial term for this Order Form shall commence on the Order Effective Date and continue through and including March 14, 2025. ("**Initial Order Term**"), unless terminated earlier in accordance with the terms of the Agreement or this Order Form. Thereafter, this Order Form shall automatically renew under these same terms for successive one-year periods (each, a "**Renewal Order Term**" and, together with the Initial Order Term, the "**Order Term**") unless (i) Customer provides to Service Provider written notice of its intent not to renew not less than sixty (60) days prior to the expiration of the then-current Initial Order Term or the then-current Renewal Order Term, or (ii) Service Provider provides to Customer written notice of its intent not to renew at least five (5) months prior to the expiration of the then-current Renewal Order Term. Except as otherwise agreed to by the Parties in a signed writing, any expiration or termination of Order #2 as permitted under the Agreement and/or Order #2 will automatically terminate this Order Form.

#### 3. Pricing

All fees are listed and payable in United States dollars and exclude any applicable taxes.

**Table 1 – Advanced Vault Fees**

Tier	Number of Billable Payment Methods	Advanced Vault Fees	
		Reduced Monthly Fee per Billable Payment Method (prior to addition of real-time updates for VAU)	Monthly Fee per Billable Payment Method (following addition of real-time updates for VAU)
1	0 – 25,000,000	\$0.0029	\$0.0033
2	25,000,001 – 35,000,000	\$0.0028	\$0.0029
3	35,000,001 – 50,000,000	\$0.0022	\$0.0027
4	50,000,001+	\$0.0020	\$0.0025

#### 4. Advanced Vault Tiered Pricing

On the final day of each calendar month, Spreedly's Advanced Vault Service will be charged to Customer at the rate corresponding to the total number of Billable Payment Methods (as defined below) aggregated across all Spreedly accounts of Customer and any Customer Affiliates utilizing Advanced Vault Service and use that total aggregated number to determine Customer's and Customer Affiliate's pricing tier and associated rate (such rate dependent upon availability of VAU real-time updates, see entry below regarding VAU for more details) for that month as set out in Table 1 above. This rate will be multiplied by the total number of Billable Payment Methods in the applicable account, and the resulting number will be invoiced to Customer for that month. All charges will be according to the tier representing the total number of Billable Payment Methods for a particular month, and no rates from previous tiers will be applicable.

As an example for illustrative purposes, if the total number of Billable Payment Methods across Customer's and Customer Affiliates' accounts as of the final day of a month is 36,000,000, Customer's tier for the month will be Tier 3, and the total charge will be either \$79,200 (36,000,000 \* \$0.0022) if real-time updates for VAU has not yet been launched prior to the end of that month, or \$97,200 (36,000,000 \* \$0.0027) if real-time updates for VAU has been launched prior to the end of that month.

A "**Billable Payment Method**" means:

- (a) all Enrolled Payment Methods (see below) as of the final day of a given calendar month, plus
- (b) any other payment method token that was either (i) updated using Spreedly's Account Updater Service or (ii) used to make a Transaction (as defined in Order #2) while an Enrolled Payment Method earlier in that same calendar month but was since unenrolled and therefore no longer an Enrolled Payment Method as of the final day of the month. For the avoidance of doubt, in reference to the definition of "Transaction" in Order #2, Customer shall only be charged once for both (i) a successful payment Transaction charged via the Spreedly API, and (ii) a fraud check to a third-party service provider initiated by Customer, being part of same End User-related transaction.

The two categories above are mutually exclusive and there will be no duplicate billing. For the avoidance of doubt, a card that is at some point during a given month enrolled with Advanced Vault but is never used for an update or to make a purchase and is unenrolled before the end of the month will not be a Billable Payment Method for that month.

An "**Enrolled Payment Method**" is defined as a token of an End User's payment method data that has been stored in Spreedly's token vault and which Customer has directed Spreedly to enroll in the Advanced Vault service via an API call. Once enrolled, a token will remain enrolled until it is unenrolled from the Advanced Vault either at Customer's direction (via API call) or as a result of automated rules determined or approved by Customer and implemented by Spreedly.

"**Visa Account Updater**" or "**VAU**" is a planned function of the Hosted Services described in more detail in Schedule 2 hereto. As of the Effective Date, payment methods enrolled in Spreedly's Account Updater Service for VAU are submitted in aggregate (batches) for updating. Real-time updates for VAU are currently in development, and until such time as it is launched and made available to Customer, the monthly management fee per Enrolled Payment Method will be charged at a reduced rate as shown in Table 1 above. Upon deployment of real-time updates for VAU, Service Provider will notify Customer and the management fee for subsequent months will use the prices in the rightmost column of Table 1. Once real-time updates for VAU are deployed by Spreedly, Customer will have the option to leverage Visa Account Updater via aggregate (batch) or real-time updating at Customer's selection.

#### Account Updater Service

The definition of an "**AU**" or "**Account Update**" is a successful update of card information (e.g., card number, expiration date). A successful Account Update includes the following billable types from the applicable processor: "Close Payment Method", "Contact Card Holder", "Invalid Replace Payment Method", and "Replace Payment Method", only to the extent Service Provider incurs charges for such Account Update from the applicable processor. Account Updates may be received as a result of an aggregated update request where multiple cards are sent together to the applicable processor on a regular cadence to check for any changes or updates (a "**Batch Account Update**"), or automatically as part of a payment processing attempt (a "**Real-time Account Update**").

In addition to the Advanced Vault fees set forth in Table 1 above, Spreedly will charge Customer such fees as are imposed by the card associations and/or third-party service providers who make the Account Updates (e.g., fees for card updates, tokenization, etc.) ("**Pass-Through Charges**"). As of the Order Effective Date, the Pass-Through Charges are \$0.10 per aggregated Batch Account Update for Discover or Visa (such Account Updates being effected via WorldPay), and there are no Pass-Through Charges for Account Updates for Mastercard. The anticipated price for Real-time Account Updates via VAU is \$0.12 (such Account Updates are anticipated to be made directly via Visa).

**Changes to Pass-Through Charges:** In the event that there are any changes in the charges paid by Spreedly to the card associations or other third-party service providers used to facilitate the Account Updates, including increases to the amounts noted above or any new charges paid by Spreedly to such card associations or third-party service providers, Spreedly shall promptly notify Customer in writing (email to Suppliers@warnermedia.com and techlegalnotices@wbd.com shall suffice) of such changes and provide documentation evidencing those changes by the card association or applicable third-party service provider ("**Change Notice**"). Spreedly shall inform Customer of any changes in the Pass-Through Charges above in its Change Notice, and such changes shall not exceed the charges paid by Spreedly as evidenced by the documentation provided by Spreedly. Upon receipt of a Change Notice from Spreedly, Customer may at its option (i) accept the change in the Pass-through Charges set forth in the Change Notice or, (ii) terminate this Order Form in its entirety by providing notice to Spreedly with termination effective as of the date set forth in the notice without penalty, liability or further payment obligation hereunder other than for Pass-Through Charges and fees incurred prior to the effective date of the termination of the Order Form. Notwithstanding the foregoing, if Spreedly's Change Notice is provided less than ninety (90) days prior to the effective date of the change to the Pass-Through Charges, such price changes set forth in the Change Notice will go into effect ninety (90) days after Customer's receipt of the Change Notice.

Customer shall be invoiced for Advanced Vault Fees and Pass-Through Charges on a monthly basis in arrears in addition to the accrued monthly Transaction fees set forth in Order #2. Notwithstanding anything to the contrary in the Agreement, Customer may cancel the Account Updater Services at any time via a written notification emailed to [enterprise@spreadly.com](mailto:enterprise@spreadly.com) without penalty, liability or further payment obligation. Termination of the Account Updater Services shall be effective as of the date set forth by Customer in such written notification. Furthermore, the Parties agree to comply with the Account Updater Service Additional Terms attached hereto as **Attachment 1** and incorporated herein by this reference.

For the avoidance of doubt, the Account Updater Service included as part of this Order Form is a replacement for any prior instances of the Account Updater Service offered to and purchased by Customer under prior Order Forms. Customer will only be charged for Account Updates utilized as part of the Advanced Vault service, and prior Account Updater Services are considered canceled as of the Effective Date.

#### 5. **Invoicing & Payment**

Spreadly will invoice Customer in arrears for the charges set forth herein accrued during the previous month, including the applicable Advanced Vault Fees, and any pass-through costs, beginning upon mutual execution of this Order Form.

Customer shall pay all invoices hereunder in accordance with **Section 4.1 (Payment)** of the Agreement. All invoices shall be sent to [turner\\_invoice@onlinecapturecenter.com](mailto:turner_invoice@onlinecapturecenter.com) or mailed to:

WarnerMedia Direct, LLC  
P.O. Box 5520  
Portland, OR 97228-5520

All invoices shall include the following contact name: Pontus Hellgren

Customer may change this invoice information upon written notice (e-mail is acceptable) to Service Provider. All payments to be made under this Agreement shall be made in accordance with **Section 4.1 (Payment)** of this 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: WENAU31  
Beneficiary: 0024760830

Spreadly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
USA

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

This Order Form may be executed electronically (e.g., Adobe Sign, DocuSign, exchange of executed PDFs via e-mail), and in counterparts, which taken together shall form one legal instrument. The Parties agree that such signatures are binding and may be transmitted by mail, hand delivery, facsimile, email and/or any other electronic method to the other Party or, if applicable, counsel of record for the Party, and will have the same binding effect as any original ink signature.

**IN WITNESS WHEREOF**, authorized representatives of the Parties have executed this Order Form to be effective as of the Order Effective Date.

<b>Spreadly, Inc.</b>		<b>WarnerMedia Direct, LLC</b>	
Signature:  <small>Nellie Vail (Jun 7, 2024 15:55 EDT)</small>		Signature:  <small>Mary Oehrlein (Jun 7, 2024 12:55 PDT)</small>	
Name:	Nellie Vail	Name:	Mary Oehrlein
Title:	CFO	Title:	VP
Date:	06/07/2024	Date:	06/07/2024

**APPROVED**  
By WBD Legal at 11:38 am, Jun 07, 2024

### **ATTACHMENT 1 TO ORDER FORM #3**

#### **ADDITIONAL TERMS FOR ACCOUNT UPDATER SERVICE**

If Customer subscribes to Service Provider's Account Updater Service, such Account Updater Service shall constitute "Hosted Services" under the Agreement, and the following additional terms will apply:

**1. Merchant Qualification.** Customer, as the merchant of record, meets the following qualifications:

- Merchants designated by Visa as high-risk (High-Risk Acquirer Program with a condition of RED or higher) or on the MasterCard Alert to Control High-risk Merchants (MATCH) system may not participate in Account Updater.
- Third-party payment portfolios must not contain more than 20 percent High-Risk Merchant activity. Merchant must not be under any special conditions imposed by Visa Corporate Risk Management.
- Merchants must have been in business a minimum of six (6) months prior to the applicable Order Effective Date.
- Over the course of six months, the merchant must have at least 1,000 transactions a month or an average of 5,000 transactions over three months.
- The merchant must maintain a chargeback ratio of less than 3 percent. Merchants must meet the following risk management criteria:
- Must not be engaged in business categorized by the following merchant category codes: 5962, 5966, 5967, or 7995.
- Must not have sales transactions that are predominantly Quasi-Cash, Account Funding, or any combination thereof.

**2. Customer Responsibilities.** Customer agrees that it will:

- Be in compliance with the Card Rules.
- Have a valid business need to receive updated tokenized account information, including but not limited to:
  - Subscription services
  - Recurring payment services
- Submit inquiries only for those End User accounts with which Customer has an existing customer relationship and for which Customer maintains their tokenized account information on file.
- Ensure that information received from Account Updater is properly, completely, and accurately incorporated.

**3. Prohibited Activities.** Customer will not:

- Request an Account Update on End User accounts for which Customer has previously been notified by Service Provider that the End User has closed its account with the card issuer.
- Submit inquiries to the Account Updater Service on behalf of any third party (excluding Customer Affiliates or Brand Properties).

Customer acknowledges and agrees that any and all data related to electronic payment card transactions or other Personal Data that Customer provides to the Card Associations in connection with use of Account Updater may be used by them for the purposes described in their respective rules and for purposes of providing the program and other services as requested by Customer.

## **ATTACHMENT 2 TO ORDER FORM #3**

### **Spreadly Advance Vault Service Functionality**

Spreadly Advanced Vault Service (“**Advanced Vault**” or “**AV**”) is a Spreadly service that functions as part of Spreadly’s API-based payment processing service (as described in Order #2) and in tandem with Spreadly’s payment tokenization vaulting services. This Advance Vault Service allows for more granular control of token data stored with Spreadly, especially where that payments data is used in conjunction with the Account Updater Service.

Advanced Vault includes the following capabilities:

1. Capability to enroll or unenroll tokens from Advanced Vault via API call (unenrolled tokens will still remain stored by Spreadly until removed by Customer but will not accrue charges and will not benefit from any other features of Advanced Vault).
2. Capability to provision network tokens from participating payment method vendors at no additional cost and store those tokens alongside other payment method data, which shall be enabled by Spreadly upon Customer’s request. In the event that Spreadly’s third-party service providers for token data change the pricing charged to Spreadly, such pricing will be treated as a Pass-Through Charge and Spreadly may provide Customer a Change Notice to initiate the process set forth in the “Changes to Pass-Through Charges” set forth in **Section 4** of the Order Form. For avoidance of doubt, changes in these Pass-Through Charges will only take effect as provided in the Changes to Pass-Through Charges provision set forth above in Section 4 of the Order Form.
3. Capability to store advanced metadata associated with tokenized cards, including BIN metadata, where that metadata is collected by Customer via iFrame and passed through to Spreadly.
4. Capability to partition and structure Advanced Vault (e.g., subdividing AV environments according to brand or related payment service provider) according to Customer’ request.
5. Capability to automatically exclude payment tokens from Account Updater after receiving two consecutive Contact Card Holder responses, so that those tokens no longer incur any charges which are passed through to Customer. This capability shall be available and automatically enabled no later than the Order Effective Date and is a critical capability which shall remain available for as long as the Advanced Vault Services are used by Customer. For the avoidance of doubt, any payment token record that has already received two Contact Card Holder responses shall be automatically unenrolled from Account Updater and there will be no associated Account Update charges for such payment tokens. Customer shall have sole right to receive a full refund for any Advanced Vault and Account Updater Service charges incurred for any payment token record that has already received two Contact Card Holder responses.
6. Advanced Vault features are visible through and can be managed via dashboard alongside other Spreadly Services.
7. Advanced Vault includes additional capabilities for Account Updater, detailed below.

### **Advanced Vault - Account Updater**

As detailed in the Order Form, the Account Updater Service, when used in conjunction with Advanced Vault, offers the capability to process card update requests either in batches run at regular intervals or real-time as part of a purchase request (where supported by Spreadly and by card issuers). Cards enrolled in Advanced Vault may be excluded from update attempts, either by manually adjusting this property via API call or automatically as part of AV rules and scripts determined by Customer. As of the Order Effective Date, real-time updater services are supported by Spreadly for the MasterCard brand only. Spreadly anticipates implementation of real-time updater services for Visa before the end of the Initial Order Term, and this capability will be made available for use by Customer upon implementation by Spreadly.

A “Token Requestor ID” or “TRID” is a unique identifier to allow entities such as merchants to request network tokens from token providers and is a prerequisite for enabling network tokenization. By using Advanced Vault, Customer authorizes Spreadly to act on Customer’s behalf to (i) request and retain a Token Requestor ID from applicable issuers, and (ii) use the Token Requestor ID to provision network tokens where available for the sole and exclusive purpose of providing the Hosted Services to Customer and Customer Affiliates under the Order Form.

### **Spreadly Technical Resources**

#### **API Documentation:**

<https://docs.spreadly.com>

#### **Technical Support:**

[support@spreadly.com](mailto:support@spreadly.com)

#### **Knowledge Base:**

<https://support.spreadly.com>