

**SERVICE ORDER #2****Advanced Vault**

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

**To:**  
**Customer Legal Name:** The New York Times Company  
**Billing Address:** 620 Eighth Avenue, New York, NY 10018  
**Sales Rep:** John Reed

**Issued:** March 21, 2024

**Offer Valid Until:** March 29, 2024

This Service Order #2 is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") as of the last day it is signed (the "Service Order Effective Date") and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Service Order, "Agreement" means the software services agreement (an "SSA") currently in force between the Parties, or, in the absence of an SSA, the Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service>.

In the event of any conflict between the terms of the Agreement and this Service Order, this 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. **Term.** The Spreedly services under this Service Order will run conterminously with Service Order #1 dated 01 January 2023 and any actions or events which operate to extend or terminate Service Order #1 will automatically extend or terminate this Service Order #2.
2. **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 fee of \$22,000 per month as set out in Table 2 below. 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		
Tier	# of Payment Methods	Monthly Fee Per Method
1	0 – 149,999	\$0.0250
2	150,000 – 1,499,99	\$0.0225
3	1,500,000 +	\$0.0055

**One-Time Discount:** Notwithstanding the foregoing, if this Service Order becomes effective on or before March 29, 2024, Spreedly will waive Advanced Vault service fees until June 1, 2024. Third party fees during this period are not affected by this discount and will still be passed through to Customer.

By using Advanced Vaulting, 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.



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3. **Payments.** Customer will pay the applicable fees for the Advanced Vaulting and will be invoiced monthly at the rate for the number of payment methods enrolled in the prior month as described in Section 2 or the minimum committed fee of \$22,000.

All Fees are due and payable within forty-five (45) days of the applicable invoice date. All payments are subject to the terms prescribed in the 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: WENAUS31  
 Beneficiary: 0024760830  
 Spreedly, Inc.  
 300 Morris Street, Suite 400  
 Durham, NC 27701  
 USA


- (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 to Spreedly in the Agreement, 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.

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.**

**The New York Times Company**

By:   
 Name: Justin Benson  
 Title: CEO  
 Date: 3/26/2024

By:   
 Name: Mehal Naik  
 Title: Assistant Treasurer  
 Date: 3/27/2024