ORDER FORM #2

This Order Form #2 ("**Order Form**") is entered into by and between by Spreedly, Inc. ("**Spreedly**" or "**Service Provider**") and WarnerMedia Direct, LLC ("**Customer")** (each, a "**Party**" and collectively **"Parties**") and is effective as of **March 15, 2023 ("Order Effective Date**"). Upon mutual execution of this Order Form, Customer hereby orders the Hosted Services and Spreedly hereby agrees to provide the 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 Spreedly 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.

Hosted Services

The Hosted Services subscribed to under this Order Form are (i) Service Provider's payment processing and tokenization service (including the Spreedly API, which provides access to such service), which is hosted, managed and operated by Service Provider that Customer may use to validate, tokenize and vault credit cards (and other payment types) and then process charges, refunds and other related transactions against those payment methods against one or more of the payment gateways that are integrated to the Spreedly API and/or third-party payment method receivers that Service Provider supports (including, but not limited to, PayPal, Mercado Pago, ApplePay, Google Pay), as well as integrations with third-party service providers (including, but not limited to, Stripe, Adyen, Chase, Dlocal, Ebanx, Cybersource and Kount) and, (ii) the "**Account Updater Service**", which is a service hosted, managed and operated by Service Provider that is used to automatically update End Users' expired or lost credit cards, both (i) and (ii) as more fully described in **Attachment 2** attached hereto. Customer may update the list of necessary payment methods, third-party payment gateways, payment method receivers, and service providers by e-mail to support@spreedly.com.

Order Term

The initial term for this Order Form shall be for a period of one (1) year from the Order Effective Date ("**Initial Order Term**"). 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 either Party has provided written notice of its intent to not renew this Order Form. In the event Service Provider is providing such notice, Service Provider shall provide notice to Customer not less than five (5) months prior to the expiration of the Initial Order Term or then-current Renewal Order Term, as applicable. In the event Customer is providing such notice, Customer will provide notice to Service Provider not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Order Term, as applicable.

Pricing

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

Table 1 - Service Fees

Tier Range (# of Transactions)	$ per Transaction Cost	Maximum Tier Fee (excluding AUs)
1 to 100,000,000	$0.00265	$ 265,000.00
100,000,001 to 150,000,001	$0.00243	$121,500.00
150,000,001 to 250,000,000	$0.00230	$230,000.00
Greater than 250,000,000	$0.00220	N/A (uncapped)

Spreedly will waive the Professional Services fee for one (1) standard baseline gateway integration per Contract Year. The standard baseline gateway integration includes basic payment operations (Authentication, Capture, Purchase, Void, Refund, etc. as defined in the Documentation). Standard gateway integrations do not include integrations requiring enhanced payment metadata (commonly described as Level II or Level III data), or value added services, features, and functions such as 3DS authentication, digital wallets (such as Google Pay / Apple Pay), APMs, etc. "**Contract Year**" means the 12-month period commencing on the Order Effective Date, and each 12-month period thereafter during the Order Term.

A "**Transaction**" is defined as (i) a successful action by End User via the Spreedly API where the End User's payment method is charged via the Spreedly API, triggering funds to be transferred into Customer's merchant account, or (ii) a fraud check to a third-party service provider (e.g., an API "Deliver" call to Kount, as described in the Spreedly Documentation) initiated by the Customer.

As of the Order Effective Date, Customer is utilizing Kount as a third-party service provider for fraud checks, but Customer may change the third-party service provider in its sole discretion.

Account Updater Service
The definition of an "**AU**" or "**Account Update**" is a successful card update. A successful card 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 update from the applicable processor. In addition to the Transaction fees set forth in **Table 1** above, Service Provider will also provide the Account Updater Service to Customer at a rate of $0.10 per Account Update. Customer shall be invoiced on a monthly basis in arrears at a rate of $0.10 per AU in addition to the accrued monthly Transaction fees. 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@spreedly.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** to this Order Form.

During the Initial Order Term, Spreedly and Customer agree to cooperate in good faith to assist Customer to reduce the overall monthly AU spend via data analysis and solutioning operational efficiencies that Customer may choose to implement at its sole discretion and at no additional cost to Customer.

Tiered Pricing
Transactions will be charged at the stated per Transaction cost set forth in **Table 1** above. Customer will remain in each pricing tier until the maximum number of Transactions in the "**Tier Range**" are exhausted and/or the "Maximum Tier Fee" for such Tier Range is reached. Each Tier Range has a stated Maximum Tier Fee, which includes the defined number of Transactions, such that these Services will continue to be charged as described in **Table 1** above until the applicable Maximum Tier Fee is met or the maximum number of Transactions for that Tier Range are consumed. Once the number of Transactions for the Ter Range are consumed and/or the Maximum Tier Fee for such Tier Range is reached, Customer automatically will move to the next Tier Range and be charged at the corresponding rate in **Table 1**. Upon the expiration of the Initial Order Term and each Renewal Order Term (if any), the Tier Range (and applicable pricing) at the beginning of the next Renewal Order Term (if any) will revert to the initial Tier Range (of 1- 100,000,000 Transactions).

If Customer exceeds 250,000,000 Transactions during the Order Term, Customer will be billed in arrears a fee at the rate of $0.00220 per Transaction. Alternatively, both Parties may enter into good faith negotiations to agree on an addendum to the applicable Order Form to set forth the rate for a new Tier Range for Transactions that exceed 250,000 Transactions.

Invoicing & Payment
Spreedly will invoice Customer on the first day of each calendar month for the charges accrued during the previous month, including a breakdown of the number of Transactions in each Tier Range for a given month, and any accrued Additional AUs fees, 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 or mailed to:

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

All invoices shall include the following contact name: Angela Foell

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: 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.

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.

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

Spreedly, Inc.			WarnerMedia Direct, LLC		
Signature: _Justin Benson (Mar 14, 2023 21:03 EDT)_			**Signature:** _Mary Oehrlein (Mar 14, 2023 18:42 PDT)_		
Name:		Justin Benson	**Name:**		Mary Oehrlein
Title:		CEO	**Title:**		VP
Date:		03/14/2023	**Date:**		03/14/2023

APPROVED
By WBD Legal at 8:08 pm, Mar 14, 2023

**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.

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ATTACHMENT 2 TO ORDER FORM #2

Spreedly Service Functionality

Spreedly's API-based Payments Orchestration platform (Spreedly's API) enables Customer and Customer Affiliates (collectively referred to in this **Attachment 2** as "**WarnerMedia**"), to tokenize End User payment instruments via Spreedly's iFrame payment form in a centralized, PCI-DSS Level 1 certified token vault, and then use those tokens to process transactions with WarnerMedia's payment and fraud service provider(s) of choice globally (without WarnerMedia needing direct integrations with payment providers). Spreedly's API provides one integration to 120+ gateways, payment processors, fraud service providers and alternate payment methods (APMs) globally. Through this single API connection, WarnerMedia can optimize and route transactions through gateways, processors and acquirers as needed based on a variety of factors and use cases, such as intelligently routing transactions to optimize acceptance rating, optimizing pricing, a/b testing transactions and redundancy/failover. Additionally, Spreedly's API provides the ability for WarnerMedia to use its third-party vaulting services, enabling WarnerMedia to send and receive Cardholder Data from third party vaults (e.g., another payment gateway or tokenization service).

Included in Spreedly's Services is the Spreedly dashboard, which provides WarnerMedia the ability to manage payment gateway integrations and view transactional reports.

Account Updater

WarnerMedia will also utilize Spreedly's Account Updater Service to automatically keep End User's Cardholder Data always current. Vaulted Cards are automatically processed in batches with the card schemes. When an End User's vaulted credit card number expires or is updated by his/her issuing bank, the Account Updater Service protects WarnerMedia from the lost revenue, involuntary churn, and decreased customer satisfaction associated with outdated payment information by automatically pushing the updated Cardholder Data to the stored payment method in Spreedly's vault, "refreshing" the Cardholder Data that has been tokenized on behalf of WarnerMedia. No additional development is required to utilize the Account Updater Service.

Please see that transaction workflows on the next page.

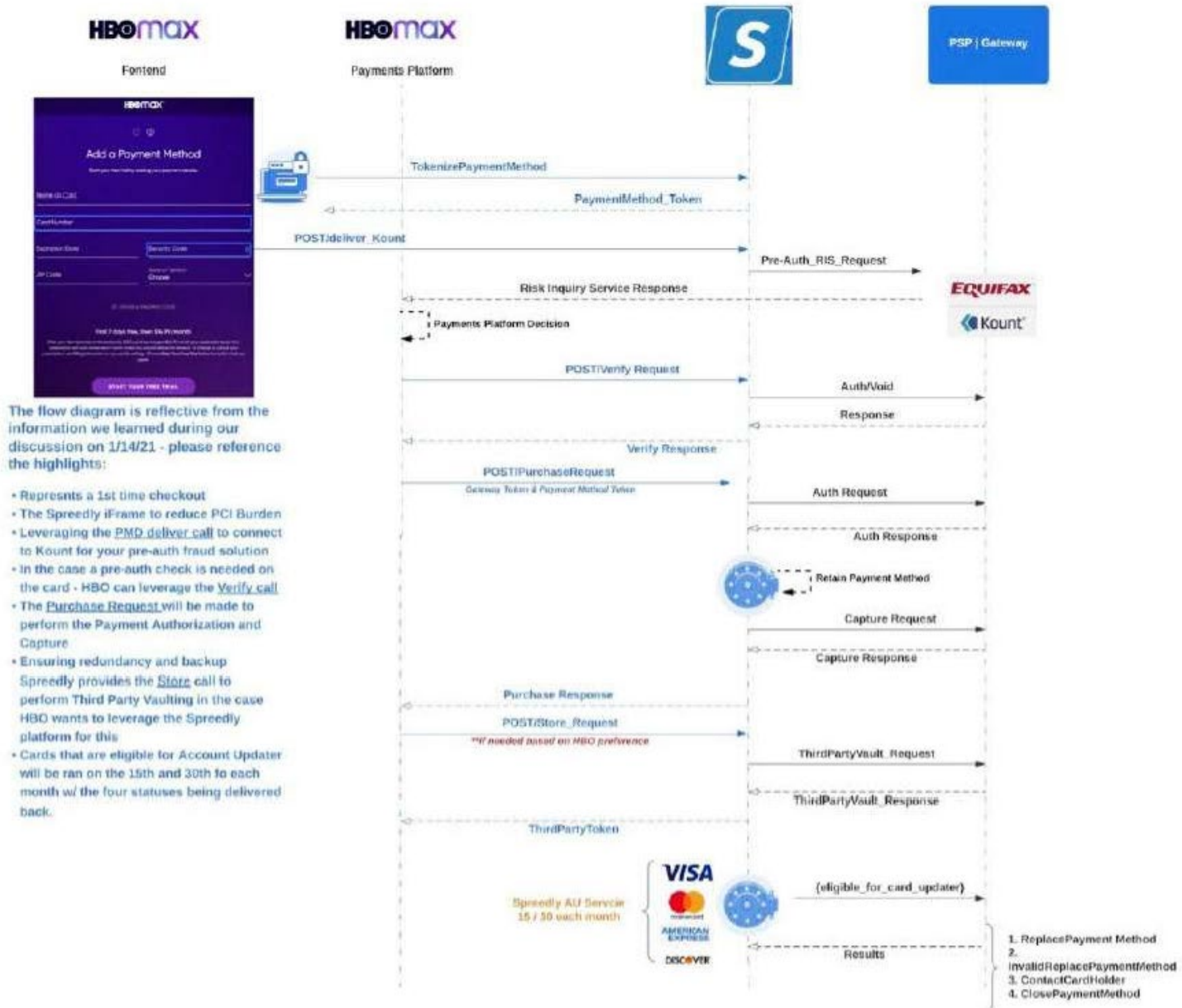**Spreedly Technical Resources**

API Documentation: **https://docs.spreedly.com**

Technical Support: **support@spreedly.com**

Knowledge Base: **https://support.spreedly.com**

WARNERMEDIA

Spreedly

The flow diagram is reflective from the information we learned during our discussion on 1/14/21 - please reference the highlights:

- Represnts a 1st time checkout
- The Spreedly iFrame to reduce PCI Burden
- Leveraging the PMD deliver call to connect to Kount for your pre-auth fraud solution
- In the case a pre-auth check is needed on the card - HBO can leverage the Verify call
- The Purchase Request will be made to perform the Payment Authorization and Capture
- Ensuring redundancy and backup Spreedly provides the Store call to perform Third Party Vaulting in the case HBO wants to leverage the Spreedly platform for this
- Cards that are eligible for Account Updater will be ran on the 15th and 30th fo each month w/ the four statuses being delivered back.

Spreedly Order #2 - FINAL

Final Audit Report

2023-03-15

Created:	2023-03-15
By:	Mary Oehrlein (mary.oehrlein@warnermedia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcUaifGG_bHLCp1KrGmKLREG449FKNIas

"Spreedly Order #2 - FINAL" History

📄 Document created by Mary Oehrlein (mary.oehrlein@warnermedia.com)
2023-03-15 - 0:18:59 AM GMT- IP address: 168.161.212.233

✉️ Document emailed to justin@spreedly.com for signature
2023-03-15 - 0:21:04 AM GMT

📄 Email viewed by justin@spreedly.com
2023-03-15 - 1:02:43 AM GMT- IP address: 18.206.199.142

✒️ Signer justin@spreedly.com entered name at signing as Justin Benson
2023-03-15 - 1:03:15 AM GMT- IP address: 70.250.119.131

✒️ Document e-signed by Justin Benson (justin@spreedly.com)
Signature Date: 2023-03-15 - 1:03:17 AM GMT - Time Source: server- IP address: 70.250.119.131

✉️ Document emailed to Mary Oehrlein (mary.oehrlein@warnermedia.com) for signature
2023-03-15 - 1:03:18 AM GMT

📄 Email viewed by Mary Oehrlein (mary.oehrlein@warnermedia.com)
2023-03-15 - 1:42:06 AM GMT- IP address: 72.134.224.33

✒️ Document e-signed by Mary Oehrlein (mary.oehrlein@warnermedia.com)
Signature Date: 2023-03-15 - 1:42:37 AM GMT - Time Source: server- IP address: 72.134.224.33

✅ Agreement completed.
2023-03-15 - 1:42:37 AM GMT