

PAZE SERVICE ADDENDUM

This Paze Service Addendum ("Addendum") is entered into between Stubhub, Inc. ("Stubhub") and Spreadly, Inc. ("Spreadly") (each a "Party" and collectively, the "Parties") as of the last day it is signed (the "Addendum Effective Date") and applies to that certain Agreement for Spreadly services signed concurrently with this Addendum.

In the event of any conflict between the terms of the Agreement and this Addendum, except for the defined terms herein, the terms of this Addendum will govern. Capitalized terms used but not defined herein will have the meanings set forth in the Agreement.

Background

The PazeSM Service (as used in this Addendum, the "Paze Service") is a third-party ecommerce digital wallet service owned and operated by Early Warning Services, LLC (the "Service Operator"), as further described herein and in the PazeSM Service Distributor Operating Rules and the various other operating rules, technical specifications, guides (including the PazeSM Marketing Guidelines, and PazeSM Style Guide), manuals, policies, and bulletins released by the Service Operator from time to time, as amended or updated (collectively, the "Operating Rules");

Spreadly, Inc. is authorized by the Service Operator to act as a distributor of the Paze Service to its merchant customers.

Stubhub intends to use and permit its end-users (each a "Stubhub Customer") to use the Paze Service for the purpose of initiating payments with Stubhub to be processed as Transactions by Spreadly under the Agreement, and for such related purposes as may be expressly permitted by the Operating Rules (the "Purpose").

The Parties agree as follows:

1. General. This Addendum governs Stubhub's access to and use of the Paze Service only for the Purpose and subject to the terms and conditions set forth herein.

2. Operating Rules.

(a) Compliance. In connection with its participation in, access to, and use of the Paze Service (including, without limitation, in connection with each and access and Transaction), Stubhub shall at all times comply with the Operating Rules, and to the extent Spreadly's ability to comply with the Operating Rules is dependent on Customer's acts of omissions, Customer shall ensure Spreadly's compliance with the Operating Rules.

(b) Specific Requirements. Without limiting the generality of Section 2(a), Stubhub specifically acknowledges and agrees to comply with those requirements set forth in Operating Rules for Stubhub to:

- i. honor Stubhub Customer elections with respect to transaction or payment methods to the extent Stubhub otherwise accepts such methods;
- ii. provide all disclosures, notices, and options, and obtain all consents, authorizations, permissions, and approvals, required thereunder, in order to provide or otherwise make available information or data to Spreadly and the Service Operator for use in the Paze Service;
- iii. comply with specific requirements related to data use, data security, and confidentiality obligations therein;
- iv. not-discriminate against the Paze Service in connection with its display, use and acceptance of the Paze Service;
- v. provide notifications and ensure registration with respect to Stubhub's use of any third-party technical integrators with respect to the Paze Service; and
- vi. maintain accurate books and records with respect to its use of the Paze Service and any related Transactions.

3. Suspension/Termination of the Paze Service.

(a) By Stubhub. Stubhub may suspend or terminate its participation in and use of the Paze Service at any time upon prior written notice to Spreadly and such suspension or termination shall not be subject to any early termination fees, liquidated damages or other penalties. Upon receipt of such notice, Spreadly will work with the Service Operator to promptly disable and revoke Stubhub's access credentials for the Paze Service. Until Spreadly has confirmed to Stubhub in writing that the revocation has been completed, Stubhub will remain liable and responsible for

its obligations under this Addendum and the Operating Rules, including with respect to any PazeSM Transactions (as defined in the Operating Rules) or other activity or use of the Paze Service prior to such event.

(b) By Spreadly or Service Operator. Spreadly and/or Service Operator may suspend or terminate Stubhub's participation in and use of the Service at any time, to the extent required by the Service Operator, or as required or expressly permitted under the Operating Rules, such suspension or termination shall not be subject to any early termination fees, liquidated damages or other penalties. Spreadly will seek to provide thirty (30) days prior written notice of termination, provided, that, to the extent such termination or suspension is required under the Operating Rules or required by the Service Operator Spreadly may provide such shorter prior notice thereof, if any, as reasonably practicable, to the extent allowed by such requirement.

4. Disclaimers of Warranties and Damages.

(a) STUBHUB ACKNOWLEDGES AND AGREES THAT THE PAZE SERVICE (AND ALL RELATED INTEGRATIONS, DOCUMENTS, OPERATING RULES, AND ANY OTHER DATA OR INFORMATION) IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SPREEDLY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PAZE SERVICE OR ITS INTEGRATION BY STUBHUB, THE SERVICE DOCUMENTS, AND ANY OTHER DATA OR INFORMATION, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS, OR CURRENTNESS OF INFORMATION OR DATA TRANSMITTED THROUGH THE PAZE SERVICE, OR OTHERWISE PROVIDED IN CONNECTION WITH THE PAZE SERVICE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES THAT PERFORMANCE OF THE PAZE SERVICE WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE, THAT DEFECTS OR ERRORS IN THE SERVICE INTEGRATIONS, THE SERVICE, THE SERVICE DOCUMENTS, OR INFORMATION OR DATA WILL BE CORRECTED, OR THAT THE PAZE SERVICE, STUBHUB'S INTEGRATION OF THE PAZE SERVICE, OR THE PAZE SERVICE DOCUMENTS, WILL BE COMPATIBLE WITH FUTURE PAZE SERVICE SOFTWARE, PRODUCTS, OR SERVICES OR ANY THIRD PARTY SOFTWARE, PRODUCTS, OR SERVICES, OR THAT ANY INFORMATION OR DATA STORED OR TRANSMITTED THROUGH THE PAZE SERVICE WILL NOT BE LOST, CORRUPTED, OR DAMAGED.

(b) STUBHUB ACKNOWLEDGES AND AGREES THAT, EXCEPT WITH RESPECT TO THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF STUBHUB OR SPREEDLY, IN NO EVENT SHALL EITHER OF THEM BE LIABLE OR RESPONSIBLE FOR (I) ANY UNAUTHORIZED OR FRAUDULENT USE OF THE PAZE SERVICE, OR ANY RESULTING TRANSACTIONS, OR (II) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT (WHETHER IN NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), OR OTHER LEGAL OR EQUITABLE THEORY, OR FOR ANY LOSS OF PROFITS OR REVENUE, IN EACH CASE IN CONNECTION WITH THE SERVICE OR ITS USE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

5. Indemnity. Stubhub shall defend, indemnify, and hold harmless Spreadly, and its officers, directors, employees, agents, service providers, successors, and permitted assigns, from and against any and all losses, liabilities, damages (including taxes), costs and expenses (including, without limitation, reasonable fees for attorneys), fines, penalties, assessments, judgement or settlement amounts, and other amounts incurred in connection with third-party claims arising from, relating to, or alleging (i) any breach of any terms, conditions, representations, warranties, covenants, acknowledgements, agreements, or other provisions of this Addendum; (ii) any matter, issue, act, or omission of Stubhub for which Spreadly has been allocated responsibility under Operating Rules, (iii) any relationship between Stubhub and its customers or (iv) any infringement, misappropriation, or other violation of the Service Operator's or a third party's intellectual property rights by Stubhub.

[Signatures on Next Page]

The Parties have executed this Addendum by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.

By:

Name:

Title:

Date:

Stubhub, Inc.

By:

Name:

Title:

Date:

ORDER FORM #Q-09895

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

To: Daniel Wigrizer
Customer Legal Name: Stubhub, Inc.
Tax ID: 77-0546018
Billing Address: 199 Fremont St # 4, San Francisco,
California 94105, United States
Sales Rep: George Waugh

Order Form Issued: April 24, 2025

Offer Valid Until: April 30, 2025

This Order Form 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 “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 signed enterprise services agreement currently in force between the Parties, or, in the absence of an agreement, 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 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.** 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;
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	\$100,000.00	\$100,000.00
API Usage Fee:		
Cost per API Call - \$0.03		
Professional Support	Included	Included
Committed Annual Fees	\$100,000.00	\$100,000.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Spreedly will bill Customer an “API Usage Fee” monthly in arrears at a rate of \$0.03 per API call to the Spreedly Platform.

4. **Paze Service Addendum.** To the extent Customer uses or permits its end-users to use the Paze digital wallet and payment services through the Platform, Customer agrees to abide by the terms of the Paze Service Addendum attached hereto and incorporated into the Agreement.

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 API usage. The Annual Platform Fee and the API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

6. Support Services. Customer has selected Professional Support. Upon payment of the applicable fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms posted at <https://www.spreedly.com/support-services-terms> at the support level specified in this Order Form.

Spreedly will provide product and implementation support for Customer to integrate to the Spreedly Platform, including technical assistance with integration and data migration, and issue troubleshooting at no additional charge for up to three months following the Order Form Effective Date. Implementation support is available during Spreedly's normal business hours (9:00am-5:00pm EST) and workdays Monday through Friday excluding US holidays. Customer may request Spreedly perform integration work for an additional charge in a separate Statement of Work.

7. Payments. The Committed Annual Fees for the first Contract Year will be paid on Customer's behalf pursuant to a separate agreement between Spreedly, Inc. and Early Warning Services, LLC. Each subsequent annual payment of the Committed Annual Fees will be invoiced to Customer at least 30 days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable by Customer prior to the Annual Renewal Date. All payments 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.

By:

Name:

Title:

Date:

StubHub, Inc.

By:

Name:

Title:

Date:

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