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SERVICE ORDER #Q-09629

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

Order Form Issued: December 20, 2024

Customer Legal Name: The New York Times Company
Billing Address: 620 Eighth Avenue, New York, NY 10018
Sales Rep: Dina Bunting

This Service Order is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") and is effective as of December 20, 2024 (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 Service Agreement currently in force between the Parties dated December 19, 2022.

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 Documentation.

    1.   Term. This Service Order supersedes and replaces the Letter Agreement containing Service Order #Q-09549 dated December 20, 2024 and signed by the Parties on December 30, 2024. The Initial Term of this Service Order, starting on December 31, 2024, is 24 months, after which this Service Order will terminate unless the parties agree in writing to renew for an additional service period (a "Renewal Term" and, together with the Initial Term, the "Term"). Each 12 months of service is a "Contract Year".

    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 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	$120,000.00	$120,000.00
API Usage Fee:	$302,500.00	$402,000.00
Included API Calls - 122,000,000		
Cost per API Call Year 1 - $0.0055		
Cost per API Call Year 2 - $0.006		
Advanced Vault	$264,000.00	$264,000
Committed Annual Fees	**$686,500.00**	**$786,000.00**

    3.   API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 122,000,000 API calls to the Spreedly Platform at a cost of $0.0055 per call for the first Contract Year and $0.006 per call for the second Year ("API Usage Fee") to be utilized during the Initial Term. Customer will be invoiced $25,208.33 per month (i.e., for a total of $302,500 per year) for a total of 55,000,000 API calls in the first Contract Year and $33,500 per month (i.e., for a total of $402,000 per year) for a total of 67,000,000 API calls in the second Contract Year. If Customer exceeds 55,000,000 API calls in the first Contract Year, Spreedly will charge $0.007 per API Call for any API calls in excess of the 55,000,000 included API Calls above for the remainder of the first Contract Year, and if Customer exceeds 67,000,000 API calls in the second Contract Year, Spreedly will charge $0.007 per API Call for any API Calls in excess of the 67,000,000 Included API Calls above for the remainder of the second Contract Year.

    4.   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	$0.025
2	150,000 – 1,499,99	$0.0225
3	1,500,000 +	$0.0055

By using Advanced Vault, 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.

5. Support Services. Upon payment of the applicable fees, Spreedly will provide the technical support services in accordance with the applicable Support Services Terms in the Agreement.

6. Payments. Customer will pay the Annual Platform Fee at the beginning of each Contract Year with the first payment within 45 days of the date of signarture of this Service Order. Spreedly will invoice Customer the Platform Fees for the second Contract Year at least 45 days prior to the anniversary of the Order Effective Date. The committed API Usage Fees will be invoiced in equal monthly installments during the Term. Additional API Usage Fees (if any), and Advanced Vault Fees may be added to the applicable monthly invoice as a separate line item. All payments are subject to the terms prescribed in Section 5 of 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.

[Signatures on Next Page]

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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: _____
Signed by:
C9132818B2F844A...

By: _____
Signed by: Jason Sobel
E4843E866B01444...

Name: Justin Benson
_____

Name: Jason Sobel
_____

Title: CEO
_____

Title: Chief Technology Officer
_____

Date: 2/4/2025
_____

Date: 2/5/2025
_____

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3