

AMENDMENT TO SERVICE AGREEMENT

(Converting to Order Forms)

This Amendment (the "**Order Form Amendment**") is effective as of February 28, 2024 (the "**Amendment Effective Date**"), pursuant to the Service Agreement, dated February 28, 2018 (the "**Agreement**"), between Spreedly, Inc., ("**Spreedly**") and SeatGeek, Inc., ("**Customer**"). Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Agreement.

Pursuant to Section 15 of the Agreement the parties hereby agree as follows:

1. Section 6 and the corresponding pricing Exhibit A is hereby deleted in its entirety and replaced with the following:
 6. **Fees and Payment.**
 - a. **Fees.** Customer will pay to Spreedly the fees and charges described in each Order Form entered into by Customer and Spreedly (the "**Fees**") in accordance with such Order Form and this Section 6. All purchases are final, all payment obligations are non-cancelable and (except as otherwise expressly provided in this Agreement or in the applicable Order Form) all Fees once paid are non-refundable.

"**Order Form**" means each order executed by Customer and Spreedly (in a form substantially similar to the Schedule A) that references this Enterprise Services Agreement. All terms and conditions set forth in this Agreement are automatically incorporated in and deemed part of each such Order Form. Unless otherwise stated in the applicable Order Form, its terms and conditions of any are independent of, and have no impact upon the provisions of any other Order Form.
 - b. **Taxes.** All payments to be made under this Agreement will be made in cleared funds, without any deduction or set-off, and free and clear of, and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any government, fiscal or other authority, save as required by law. If Customer is compelled to make any such deduction, Spreedly will be entitled to "gross-up" the applicable fees in such amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.
 - c. **Payment.** Customer will make all payments in US dollars. Unless otherwise set forth in an applicable Order Form, all invoiced amounts are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and notifying Spreedly of any changes to that information.
 - d. **Late Payment.** If Customer fails to make any payment when due then, in addition to all other remedies that may be available under this 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.
2. As of the Amendment Effective Date, all other references in the Agreement to Exhibit A will refer to the terms and pricing under the applicable Order Form.
3. Except as expressly set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment will govern the relationship between the parties.

[Signatures on Next Page]

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

Spreedly, Inc.**SeatGeek, Inc.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**SCHEDULE A****ORDER FORM [#]**

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

To:
Customer Legal Name:
Tax ID:
Billing Address:
Sales Rep:

Order Form Issued:
Offer Valid Until:

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 enterprise services agreement (an "ESA") currently in force between the Parties.

In the event of any conflict between the terms of the Agreement and this Order Form, this 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) Order Form Term**2) Platform Fees:****3) API Usage Fees:****4) Advanced Vaulting:****5) Payments:**

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.

SAMPLE ONLY DO NOT SIGN

ORDER FORM #Q-03371

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

To: Esmeralda Mann
Customer Legal Name: SeatGeek, Inc.
Tax ID: 27-1457904
Billing Address: 902 Broadway, Fl 10, New York,
New York 10010, United States
Sales Rep: Tina Steffey

Order Form Issued: February 14, 2024

Offer Valid Until: March 15, 2024

This Order Form is entered into between the entity identified above as “Customer” and Spreedly, Inc. (“Spreedly”) and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, “Agreement” means the service agreement dated February 28, 2018, between Customer and Spreedly (as may have been amended or restated from time to time).

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 12 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”. Notwithstanding anything to the contrary in the Agreement, Customer shall have the right to terminate this Order Form at any time after the Initial Term with at least 60 days’ prior written notice, provided that such early termination will be subject to Customer’s payment of 25% of the Committed Annual Fees for the Contract Year of the early termination. For the avoidance of doubt, Customer’s written notice (email to suffice) to not renew for another Contract Year in accordance with the first sentence of this paragraph shall not be deemed an early termination. The services and Initial Term will begin February 28, 2024.

In the event of renewal of this Order Form, if either party has any requested changes to the Renewal Term, then either party must provide communication of its intent to amend the renewal not less than 60 days prior to the then-current Initial or Renewal Term.

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	
Annual Platform Fee:	\$0.00
Discount – (\$90,000.00)	
API Usage Fee:	\$776,250.00
Included API Calls – 575,000,000	
Cost per API Call – \$0.00135	
Premium Support	Included
Committed Annual Fees	\$776,250.00

3. API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 575,000,000 API calls to the Spreedly Platform at a cost of \$0.00135 per call ("API Usage Fee") to be utilized during each Contract Year. If Customer exceeds 575,000,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears an overage rate of 1.5 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.

Alternatively, Customer may elect to pre-purchase additional API calls in blocks of 50,000,000 API calls at a rate of \$0.00135 for a total cost of \$67,500.00. All pre-purchased API calls expire at the end of Contract Year in which they were purchased.

4. Co-marketing. Customer agrees to participate with Spreedly in one (1) joint marketing virtual speaking event within the Initial Term; provided, that the content of such speaking event shall be mutually agreed between the Parties.

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 and the Annual Platform Fee and API Usage Fee will increase by 3% over the prior 12-months in each successive Renewal Term.

6. Support Services. Customer has selected Premium 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.

7. Payments. Customer will pay the Committed Annual Fees in equal quarterly installments, with the first installment due and payable within thirty (30) days of the Effective Date. Each subsequent quarterly payment of the Committed Annual Fees will be invoiced at least thirty (30) days prior to the three, six, and nine, month anniversaries of the Effective Date (a "Quarterly Payment Date") and will be due and payable prior to the applicable Quarterly Payment Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced thirty (30) days prior to the anniversary of the Effective Date ("Annual Renewal Date") and will be due and payable prior to the Annual Renewal Date. All payments are subject to the terms prescribed in the Agreement.

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:

SeatGeek, Inc.

By:

Name:

Title:

Date: