

ORDER FORM #Q-09802**Spreedly, Inc.**

300 Morris Street
Suite 400
Durham, NC 27701

To: Dave Adsit**Customer Legal Name:** SamCart, Inc.**Tax ID:** 47-1745935**Billing Address:** 3200 Gracie Kiltz Lane (Suite 400)
Austin, TX 78758**Sales Rep:** Marc Bruyere**Order Form Issued:** April 14, 2025**Offer Valid Until:** April 18, 2025

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. effective as of the last day it is signed ("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 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 Terms of Service 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".

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; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$6,969.20
API Usage Fee: \$0.02	
Business Support	Included
Committed Annual Fees	\$6,969.20

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 \$0.02 per API call to the Spreedly Platform.

4. **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 usage (if any). The Annual Platform Fee and the API Usage Fee will be renewed at the then-current list pricing at time of renewal.

5. **Support Services.** Customer has selected Business 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.

6. **Payments.** Customer will pay the Committed Annual Fee in equal monthly installments. Additional API Usage Fees (if any) are invoiced monthly in arrears at the rates stated in this Order Form. All Fees are due and payable within 30 days of the invoice date and are subject to the terms prescribed in the Terms of Service.

Customer authorizes Spreedly to charge its credit card on file immediately for the first month's Committed Monthly Fees and in recurring monthly installments. Customer must comply with third-party payment processor terms and keep card details current.

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:

SamCart, Inc.

By:

Name:

Title:

Date: