

ORDER FORM #Q-09709

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

To: Iain Phillips
Customer Legal Name: Pushpay IP Limited
Tax ID: 111-946-450
Billing Address: Level 19 Vero Centre, 48 Shortland Street,
Auckland, New Zealand
Sales Rep: Jose Loo

Order Form Issued: February 19, 2025

Offer Valid Until: February 28, 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 Service Agreement dated February 29, 2016, as amended.

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 applicable Documentation.

1. Trial Term. Spreedly agrees to provide Advanced Vault for an introductory trial term beginning on February 24, 2025 and ending at the earlier of (i) Customer’s written notice to begin a new Service Term in Section 2; or (ii) May 25, 2025 (the “Trial Term”). Customer may terminate this Order Form for convenience any time during the Trial Term.
2. Service Term. Unless Customer terminates this Order Form during the Trial Term as set forth Section 1 above, this Order Form will automatically continue after the Trial Term and run for a period conterminously with Order Form #Q-03511 and any actions or events which operate to extend or terminate Order Form #Q-03511 will automatically extend or terminate this Order Form.
3. Advanced Vault. Spreedly will not charge for Advanced Vault services during the Trial Period. After the end of the Trial Period, Spreedly’s Advanced Vault service will be charged the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 1 below . Spreedly’s Fees are exclusive of costs 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. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees. For the avoidance of doubt, pass-through costs will be charged to Customer during the Trial Period.

Table 1
Monthly Fee Per Method
\$0.025

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.

4. Payments. Spreedly will invoice the Advanced Vault Fees monthly in arrears. Customer may elect to pay all amounts due under this Order Form by one or more of the payment methods available under Order Form #Q-03511.
- 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.

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.

Spredly, Inc.

By:  BE108849DB824F9..

Name: Nellie Vail

Title: CFO

Date: 2/24/2025

Pushpay IP Limited

By: 

Name: Iain Phillips

Title: VP Engineering

Date: 24 Feb 2025