

**ORDER FORM #1**

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

To:
Customer Legal Name: Paytronix Systems, Inc.
Tax ID:
Billing Address: 80 Bridge Street, Newton, MA 02458
Sales Rep: Tyler Hodgins

Order Form Issued: 11/20/2023

Offer Valid Until: 11/27/2023

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, or, in the absence of an ESA, 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, 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. The Initial Term of this Order Form is 36 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 sixty (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 Spreedly Service 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:	\$106,000
Annual API Usage Fee:	\$25,440
Included API Calls – 12,000,000	
Cost per API Call – \$0.00212	
Partner Gateway API Usage Fee:	Included - \$0.00 per API call for qualifying transactions
Support Services	Included
Committed Annual Fees	\$131,440

3) API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 36,000,000 API calls to the Spreedly Service at a cost of \$0.00212 per call ("API Usage Fee") to be utilized during the Initial Term. The total committed annual API Usage Fee is \$25,440. Spreedly will invoice Customer monthly in arrears at the rate of \$0.00212 for any additional API call more than the annual purchase volume of 12,000,000. All pre-purchased API calls expire at the end of the Contract Year in which they were purchased.

Limited Exclusions.

- Spreedly has business relationships with select gateway integrators that may result in Spreedly receiving a financial benefit when our customers transact with their services. If after the Order Form Effective Date, a partner gateway



agrees to pay Spreedly a share of their revenue generated from Customer transactions with their gateways, Spreedly will waive API Usage Fees for Customer on any qualifying API calls made against that same partner gateway from which Spreedly receives such a revenue share. API calls to the Spreedly Service that don't qualify for a revenue share to Spreedly will be charged to Customer the same as other API calls at the rates provided above. For clarity, Customer will not be charged for the following API calls from a partner gateway:

- Purchase API call against the partner gateway
 - A Capture API call against the partner gateway
 - A Refund API call against the partner gateway
 - A Void API call against the partner gateway
 - An Authorization API call against the partner gateway
- Spreedly will not charge an API Usage Fee for administrative API calls, specifically: "restricted", "create", "index", "redact", "retain", "show", "transcript", "update", "recache", "transactions" and "options-index".

4) Co-marketing. Customer agrees to participate with Spreedly in a joint marketing conference, workshop, webinar or similar publicity event within the first 12 months of the Initial Term, and the Parties will cooperate to draft a press release or other public announcement related to the relationship between the parties. Customer agrees that Spreedly may, without separate written consent from Customer, include Customer's name, trademarks and logos on Spreedly's website and in other sales and marketing materials in order to factually identify Customer as a current customer.

5) Renewal Terms 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 6% over the prior Contract Year in each successive Renewal Term.

6) 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.

7) Payments. Customer will pay the Total Annual Fees for the first Contract Year in full within fifteen (15) days of the Order Form Effective Date. Each subsequent annual payment of the Total Annual Fees will be invoiced thirty (30) days prior to the anniversary of the Order Form 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.

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.

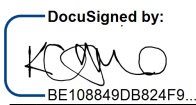
If Customer fails to make any payment when due then, in addition to all other remedies that may be available to Spreedly in the Agreement, Spreedly may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.



CONFIDENTIAL

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.

By:  _____

Name: Nellie vail

Title: CFO

Date: 11/22/2023

Paytronix Systems, Inc.

By:  _____

Name: Ted Plaisted

Title: Senior Director of Product

Date: 11/22/2023