

ORDER FORM #Q-04336

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

To: Emily Yang
Customer Legal Name: Pirate Ship LLC
Tax ID: 88-2511058
Billing Address: 680 S Cache St Unit 100, Jackson,
Wyoming 83001, United States
Sales Rep: Brent Nelson

Order Form Issued: September 4, 2024

Offer Valid Until: September 29, 2024

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 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 July 31, 2019, currently in force between the Parties.

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.** This Order Form supersedes and replaces Order Form #1 dated September 29, 2023. The Initial Term of this Order Form is 24 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". The services and Initial Term will begin September 29, 2024.

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:	\$78,750.00	\$82,687.50
API Usage Fee:	\$57,750.00	\$60,610.00
Included API Calls – 22,000,000		
Cost per API Call (Year 1) – \$0.005250		
Cost per API Call (Year 2) – \$0.00551		
Professional Support	Included	Included
Committed Annual Fees	\$136,500.00	\$143,297.50

API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 22,000,000 API calls to the Spreedly Platform at a cost of \$0.005250 per call for the first Contract Year and \$0.00551 per call for the second Contract Year ("API Usage Fee") to be utilized during the Initial Term. Customer will be invoiced for 11,000,000 API calls in the first Contract Year and 11,000,000 calls in the second Contract Year. If Customer exceeds 11,000,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears an overage rate determined by the contract month in which Customer first exceeds the pre-purchased API calls.

- If the overage first occurs in months 1 through 10 of the Contract Year, Spreadly will charge 2 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.
- If the overage first occurs in months 11 or 12 of the Contract Year, Spreadly will charge 1.5 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.

3. 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. The Annual Platform Fee and API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

4. Support Services. Customer has selected Professional Support. Upon payment of the applicable fees, Spreadly will provide the technical Support Services in accordance with the Support Service Terms posted at <https://www.spreadly.com/support-services-terms> at the support level specified in this Order Form.

5. Payments. Customer will pay the Committed Annual Fees for the first Contract Year in full within 30 days of the Order Form Effective Date. Each subsequent annual payment of the Committed Annual Fees will be invoiced at least 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 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

Spreadly, 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, Spreadly 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.**Pirate Ship LLC**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: