

ORDER FORM #Q-04305

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

To: Elsbeth Hurry
Customer Legal Name: Biz Boxes, LLC
Tax ID: 86-1816553
Billing Address: 3145 E Chandler Blvd, Suite 110,
PMB 335, Phoenix, AZ 85048, United States
Sales Rep: Helen Kruskamp

Order Form Issued: August 30, 2024

Offer Valid Until: September 3, 2024

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 Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service> (“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”. The services and Initial Term will begin October 15, 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;
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$18,000.00
API Usage Fee:	\$6,000.00
Included API Calls – 150,000	
Cost per API Call – \$0.0400	
Business Support	Included
Committed Annual Fees	\$24,000.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 150,000 API calls to the Spreedly Platform at a cost of \$0.0400 per call (“API Usage Fee”) to be utilized during the Initial Term. If Customer exceeds 150,000 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, Spreedly 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, Spreedly will charge 1.5 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.

Spreedly agrees to negotiate the API Usage Fees in good faith if Customer requests such negotiation at least 30 days prior to exceeding the number of pre-purchased API calls.

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

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.

Spreedly will provide product and implementation support for Customer to integrate to the Spreedly Platform, including technical assistance with integration and data migration, and issue troubleshooting at no additional charge for up to three months following the Order Form Effective Date. Implementation support is available during Spreedly's normal business hours (9:00am-5:00pm EST) and workdays Monday through Friday excluding US holidays. Customer may request Spreedly perform integration work for an additional charge in a separate Statement of Work.

6. **Payments.** All payments are subject to the terms prescribed in the Agreement. Customer will pay the Committed Annual Fees in monthly payments, invoiced in accordance with the following schedule:

Payment by Month	Monthly Payment Amount	Annual Platform Fees
Months 1 – 3	\$800	\$24,000
Months 4 – 6	\$1,600	
Months 7 – 9	\$2,400	
Months 10 – 12	\$3,200	

The payment amounts in the foregoing table are for Customer's convenience only and will be adjusted by Spreedly according to Customer's actual usage. Spreedly may combine committed platform fees and usage fees paid in arrears on the same invoice. The first payment is due November 14, 2024. Each subsequent monthly payment will be due and payable 30 days after the applicable invoice date.

Additional API Usage Fees (if any), will be invoiced monthly. All payments are subject to the terms prescribed in the Terms of Service.

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.**Biz Boxes, LLC**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: