

**ORDER FORM #Q-09593****Spreedly, Inc.**

300 Morris Street  
Suite 400  
Durham, NC 27701

**To:** Simon Rydings**Customer Legal Name:** Aspire Non Profit Consulting  
Pty Ltd**Tax ID:** 76 103 099 752**Billing Address:** 36 Industrial Ave, Molendinar QLD  
4214, Australia, Molendinar, QLD, 4214, Australia**Sales Rep:** Drew Assinessi**Order Form Issued:** December 26, 2024**Offer Valid Until:** December 31, 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”.

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:	\$6,000.00
API Usage Fee:	\$33,750.00
Included API Calls – 1,350,000	
Cost per API Call – \$0.025	
Advanced Vault – See section 5 below	\$3,000.00
Business Support	Included
<b>Committed Annual Fees</b>	<b>\$42,750.00</b>

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 1,350,000 API calls to the Spreedly Platform at a cost of \$0.025 per call (“API Usage Fee”) to be utilized during the Initial Term. If Customer exceeds 1,350,000 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.

4. **Recover.** Spreedly's Recover service will automatically retry declined transactions on one or more backup gateways designated by and under conditions set by Customer as stated in the product documentation at <https://developer.spreedly.com/docs/transaction-retry>.

Spreedly will not charge for Recover services for the first 30-days beginning when Customer either: (1) includes its first retry object in a transaction call to Spreedly's transaction API; or (2) first uses a retry object in an automated routing workflow. After the trial period ends, Customer will only be charged for Recovered Transactions (defined below) at a rate of 5% of the transaction value in the "amount" field of the Recovered Transaction. No charges will incur for transactions that retry but fail on Customer's backup gateway(s).

Recover will be charged monthly in USD. For transactions recovered in currencies other than USD, Spreedly will convert the fee amount to USD as described in the Documentation.

"Recovered Transaction" means a transaction of any type that was unsuccessful on the first attempt for any reason, which by way of invoking the Recover function resulted in success on a subsequent attempt.

5. **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 the API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

6. **Advanced Vault.** Spreedly's Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 2 below or (ii) the minimum committed fee of \$500.00 per month. Costs are exclusive of fees 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. For the avoidance of doubt, Customer will still be charged the third party fee each time a payment card is updated. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees.

Table 2			
Tier	# of Payment Methods	Monthly Fee Per Method	Minimum Monthly Fee
1	0 – 149,999	\$0.0250	\$500.00
2	150,000 – 1,499,999	\$0.0225	
3	1,500,000 +	\$0.0200	

If this Order Form becomes effective on or before December 31, 2024, Spreedly will apply a one-time discount of \$3,000.00 applied in equal installments of \$250.00 to the invoices for the first 12 month's fees for Advanced Vault Fees. If in any given month, the total fees for Customer's enrolled payment methods increases by more than that month's discount installment of \$250.00 over the fees for prior month, this discount will be immediately discontinued.

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.

7. **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.

8. **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.

Customer will pay the applicable fees for Advanced Vault, Recover, and additional API Usages Fees (if any), will be invoiced monthly. All Fees are due and payable within 30 days of the invoice date are subject to the terms prescribed in the Agreement.

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.****Aspire Non Profit Consulting Pty Ltd**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: