

**ORDER FORM #2**

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

**To:** Caitlan Shumaker, Chief of Staff  
**Customer Legal Name:** ReCharge Inc.  
**Tax ID:**  
**Billing Address:** 1507 20th St., Santa Monica, CA  
 90404  
**Sales Rep:** Helen Kruskamp

**Order Form Issued:**  
 November 17, 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 12-months. Thereafter, this Order Form will terminate unless the parties agree in writing to renew for an additional 12-month period (a "Renewal Term" and, together with the Initial Term, the "Term").

To ensure that Customer will not experience an interruption in access to the Platform, in the event of non-renewal of this Order Form, Customer's account will revert to a month-to-month subscription plan at the then-current list pricing governed by the Terms of Service if Customer continues to use the service beyond the expiration date of this Order Form.

**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	
<b>Annual Platform Fee:</b>	<b>\$75,000</b>
<b>API Usage Fee:</b>	<b>\$124,800</b>
Included API Calls    16,000,000	
Cost per API Call    \$0.0078	
Professional Support	Included
<b>Committed Annual Fees</b>	<b>\$199,800</b>

**3) API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 16,000,000 API calls to the Spreedly Platform at a cost of \$0.0078 per call ("API Usage Fee") to be utilized during the Initial Term. The total committed API Usage Fee during the Initial Term is \$124,800.



Spreedly will invoice Customer monthly in arrears at the rate of \$0.0078 for any additional API call more than the initial purchase volume of 16,000,000. All pre-purchased API calls expire at the end of the Contract Year in which they were purchased..

**4) Support Services.** Customer has selected a Professional Support level. 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.

**5) Payments.** Customer will pay the total Committed Annual Fees for the first Contract Year in full within thirty (30) days of the Order Form Effective Date. Each subsequent annual payment of the Committed 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 Section 7 of 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.

[Signatures on Next Page]



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.**

**ReCharge Inc.**

By: 

DocuSigned by:

BE108849DB824F9...

By: 

DocuSigned by:

C7DEA23233C34DD...

Name: Nellie Vail

Name: Jeremiah Jenkins

Title: CFO

Title: VP of Engineering

Date: 12/6/2023

Date: 12/6/2023