

ORDER FORM #Q-03990

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

To: Anirudh Narla
Customer Legal Name: Hopper, Inc.
Tax ID: 981028337
Billing Address: 1- 5795 Avenue De Gaspe,
Montreal, QC, H2S 2X3, Canada
Sales Rep: Luke Evans

Order Form Issued: June 24, 2024

Offer Valid Until: June 30, 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 Service Agreement dated May 25, 2021, as amended, 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 July 1, 2022. 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 July 1, 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 available Payment Method Distribution receiver endpoints; and
- adding new Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	\$160,000.00	\$160,000.00
API Usage Fee:	\$180,000.00	\$180,000.00
Included API Calls	90,000,000	90,000,000
Cost per API Call	\$0.002	\$0.002
Professional Support	Included	Included
Committed Annual Fees	\$340,000.00	\$340,000.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 90,000,000 API calls to the Spreedly Platform for each Contract Year at a cost of \$0.002 per call (“API Usage Fee”). Unless otherwise agreed by the parties in writing, if Customer exceeds 90,000,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears at a rate of \$0.002 (“API Usage Fee”) for any additional API calls more than the pre-purchased volume of 90,000,000.

Alternatively, Customer may elect to pre-purchase additional API calls in blocks of 5,000,000 API calls at a rate of \$0.002 per call. All pre-purchased API calls expire at the end of Contract Year in which they were purchased.

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 Fees as the Initial Term.

4. Support Services. Upon payment of the applicable fees, Spreedly will provide the technical support and service levels in accordance with the Agreement. Spreedly will assign Customer a named account manager and will provide Customer with a shared Slack channel for support communications at no additional charge and will respond to technical questions posed within the shared Slack channel as soon as practicable, but in no event after more than 48 business hours.

5. Payments. Customer will pay the Committed Annual Fees in equal installments, with the first installment due and payable within 30 days of the Order Form Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment 30 days prior to the three, six, nine, twelve, fifteen, and eighteen month anniversaries of the Order Form Effective Date (a "Quarterly Payment Date"), with such amounts due and payable prior to the applicable Quarterly Payment Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term 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

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.

By:

Name:

Title:

Date:

Hopper, Inc.

By:

Name:

Title:

Date: