

ORDER FORM #Q-03442**Spreedly, Inc.**

300 Morris Street
Suite 400
Durham, NC 27701

To: Ryan Ewers**Customer Legal Name:** Supreme Golf, Inc**Tax ID:** 45-2220112**Billing Address:** 190 Civic Circle, Ste 201,
Lewisville, TX 75067**Sales Rep:** George Waugh**Order Form Issued:** February 28, 2024**Offer Valid Until:** February 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

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.** The Initial Term of this Order Form is 12-months, after which 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. The services and Initial Term will begin February 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	
Annual Platform Fee:	\$18,000.00
Discount – (\$72,000.00)	
API Usage Fee:	\$18,000.00
Included API Calls – 1,800,000	
Cost per API Call – \$0.01000	
Advanced Vault	\$13,200.00 See Table 2 for Details
Business Support	Included
Committed Annual Fees	\$49,200.00

One-Time Platform Discount. If this Order Form becomes effective on or before February 29, 2024, Spreedly will apply a one-time discount of \$72,000.00 to the Annual Platform Fee applied to the first Contract Year.

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 1,800,000 API calls to the Spreedly Platform at a cost of \$0.01000 per call (“API Usage Fee”) to be utilized during the Initial Term. If Customer exceeds 1,800,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears an overage rate of \$0.01 for any additional API calls more than the annual pre-purchased API calls for the remainder of the same Contract Year. All pre-purchased API calls expire at the end of Contract Year in which they were purchased.

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. **Advanced Vaulting.** Spreedly's Advanced Vaulting 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 \$1,100.00 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	Discount through February 29, 2024
1	0 – 149,999	\$0.0250	\$0.0200
2	150,000 – 1,499,99	\$0.0225	\$0.0180
3	1,500,000 +	\$0.0200	\$0.0160

If this Order Form becomes effective on or before February 29, 2024, Spreedly agrees to apply a 20% discount to the payment method enrollment rate through February 29, 2024. Unless otherwise agreed by the Parties in writing, the Advanced Vaulting Fees during any Renewal Term will be charged without a discount at the standard rates set forth in Table 2.

By using Advanced Vaulting, 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.

6. **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.

7. **Payments.** Customer will pay the Committed Annual Fee in equal monthly installments. The first payment is due within 30 days of the Order Form Effective Date. Each subsequent monthly payment will be due and payable 30 days after the applicable invoice date. The pre-purchased API calls utilized by Customer are not limited by the above payment schedule. The payment schedule will remain fixed throughout the Initial Term regardless of the number of API calls made as long as the total number of API calls does not exceed the pre-committed amount of 1,800,000.

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:

Supreme Golf, Inc

By:

Name:

Title:

Date: