

**ORDER FORM #Q-09768**

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

To: Mark Reinhard
Customer Legal Name: Concepts2Code, LLC
Tax ID: 27-0720091
Billing Address: 640 Ellicott Street, Suite 401,
Buffalo, NY 14203, United States
Sales Rep: Danish Siddiqui

Order Form Issued: April 15, 2025

Offer Valid Until: April 30, 2025

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 ("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 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, 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 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".

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 gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	\$18,000.00	\$19,080.00
API Usage Fee:	\$12,000.00	\$12,000.00
Included API Calls – 1,600,000		
Cost per API Call – \$0.015		
Business Support	Included	Included
Committed Annual Fees	\$30,000.00	\$31,080.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 1,600,000 API calls to the Spreedly Platform at a cost of \$0.015 per call ("API Usage Fee") to be utilized during the Initial Term. Customer will be invoiced for 800,000 API calls in the first Contract Year and 800,000 API calls in the second Contract Year. If Customer exceeds 1,600,000 API calls in the Initial Term, Spreedly will charge Customer monthly in arrears at a rate of \$0.015 ("API Usage Fee") for any additional API calls more than the pre-purchased volume of 1,600,000.

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



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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.

6. Payments. Customer will pay the Committed Annual Fees in equal monthly payments. Additional API calls (if any) will be invoiced monthly in arrears. 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]



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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: 
DocuSigned by:
BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 4/29/2025

Concepts2Code, LLC

By: 
DocuSigned by:
A6C6B9D6EF20481...

Name: Mark Reinhard

Title: Owner

Date: 4/29/2025