spreedly

ORDER FORM #Q-04371

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

To: Charles Weiss
Customer Legal Name: 7984391 Canada Inc DBA FlexPay
Tax ID: 852640705
Billing Address: 410 Saint-Nicolas, Suite 700
Montreal, QC, H2Y 2P5
Sales Rep: Brent Nelson

Order Form Issued: September 24, 2024

Offer Valid Until: September 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 the Enterprise Services Agreement dated September 29, 2020, 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. <u>Term</u>. This Order Form supersedes and replaces Order Form #2 dated February 14, 2024. 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 September 29, 2024.

2. <u>Platform Fees</u>. 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		
	Year 1	Year 2
Annual Platform Fee:	$53,500.00	$57,245.00
API Usage Fee:	$30,900.00	$30,900.00
Included API Calls – 30,000,000		
Cost per API Call – $0.00206		
Advanced Vault – see table 2	$6,000.00	$6,000.00
Professional Support	Included	Included
Committed Annual Fees	**$90,400.00**	**$94,145.00**

3. <u>API Usage Fees</u>. . In addition to the Annual Platform Fee, Customer is pre-purchasing 30,000,000 API calls to the Spreedly Platform at a cost of $0.00206 per call ("API Usage Fee") to be utilized during the Initial Term. Customer will be invoiced for 15,000,000 API calls in the first Contract Year and 15,000,000 API calls in the second Contract Year. If Customer exceeds 15,000,000 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 an overage rate of $0.00412 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 an overage rate of $0.00309 for the pre-purchased API calls for the remainder of the same Contract Year.

Spreedly agrees to negotiate the API Usage Fees in good faith if Customer requests such negotiation at least 30 days prior to exceeding the number of pre-purchased API calls for the applicable Contract Year.

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. The Annual Platform Fee and the 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 $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	
2	150,000 – 1,499,999	$0.0225	$500.00
3	1,500,000 +	$0.0200	

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 Professional 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.

Spreedly also will provide Customer with a tier two support representative to serve as a subject mattter expert for Customer's account during the Term. Customer will engage with their assigned support representative by submitting a support ticket. The assigned support representative will have primarily responsibility for Customer support tickets, either by directly working them or by consulting with other associates on Customer's support tickets.

7. Payments. Customer will pay the Committed Annual Fees in equal quarterly 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.

Customer will pay the applicable fees for Advanced Vaulting, on a quarterly basis on the same schedule as the Platform Fees and pre-purchased API Usage Fees. 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 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.
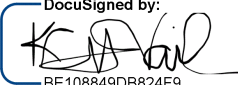
[Signatures on Next Page]

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: *[signature]*
DocuSigned by:
BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 9/30/2024

7984391 Canada Inc DBA FlexPay

By: *[signature]*
Signed by:
Laurent Binda
AECA78FEF618434...

Name: Laurent Binda

Title: CFO

Date: 9/30/2024