

ORDER FORM #Q-03525

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

To: Sebastian Rosenbolt
Customer Legal Name: Play Digital S.A.
Tax ID: 30716829436
Billing Address: Av.del Libertador 7208, tower I, 3rd floor, office 3.1., Buenos Aires, 1429, Argentina
Sales Rep: Luke Evans

Order Form Issued: March 14, 2024

Offer Valid Until: March 31, 2024

This Order Form is entered into between the entity identified above as “Customer” and Spreedly, Inc. and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, “Agreement” means the Service Agreement dated June 30, 2020 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.** 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 March 18, 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		
	Year 1	Year 2
Annual Platform Fee:	\$275,000	\$275,000
API Usage Fee:		
Included API Calls – 450,000,000		
Cost per API Call – \$0.00094 (discounted)	\$211,500	\$211,500
Advanced Vault – (see section 5 for details)	\$56,250	\$105,000
Professional Support	Included	Included
Committed Annual Fees	\$542,750	\$591,500

One-Time API Discount. If this Order Form becomes effective on or before March 31, 2024, Spreedly will apply a one-time discount of 6.2% to the rate of \$0.001 per API call. The resulting discounted rate will be \$0.00094 per API call for the Initial Term.

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 450,000,000 API calls to the Spreedly Platform at a cost of \$0.00094 per call (“API Usage Fee”) to be utilized during the Initial Term. If Customer exceeds 450,000,000 API calls at any point during the Initial Term, Spreedly will charge Customer monthly

in arrears an overage rate of 1.5 times the undiscounted rate of \$0.001 for the pre-purchased API calls for each additional API call for the remainder of the Initial Term.

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 and committed fees as the 12-months of services immediately preceding the Renewal Term. 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 Vault service will be charged at the greater of (i) the rate corresponding to the actual number of enrolled payment cards or (ii) the minimum annual fee, as set out in Table 2 below. During each Contract Year, Spreedly will only invoice third-party pass-through costs related to the Advanced Vault service up until Customer exceeds 7,000,000 enrolled payment methods, after which Spreedly will charge for each additional payment method greater than 7,000,000 at the rate of \$0.00125 per payment method.

Alternatively, Customer may elect to pre-purchase additional enrolled payment methods above 7,000,000 in blocks of 5,000,000 at a rate of \$0.00125 for a total cost of \$5,000.00. All pre-purchased enrolled payment methods expire at the end of Contract Year in which they were purchased.

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		
# of Payment Methods	Monthly Fee Per Method	Minimum Annual Fee
0 – 5M	\$0.00125	1st Contract Year \$56,250
0 – 7M	\$0.00125	2nd Contract Year \$105,000
7M+	\$0.00125	Block Buy Required

One-Time Discount. If this Order Form becomes effective on or before March 31, 2024, Spreedly agrees to waive the charges for the first 3 months' fees for Advanced Vault Fees in the first Contract Year.

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.

Customer will be allowed to enroll or unenroll payment methods in the Advanced Vault management services at any time as described in the applicable Documentation (currently at <https://developer.spreedly.com/docs/advanced-vault>) Spreedly will only charge Advanced Vault Fees for enrolled payment methods as described in this section and there is no charge to unenroll those payment methods. Spreedly and Customer will work together to efficiently manage the overall number of Customer's vaulted and enrolled payment methods as needed.

6. **Co-marketing.** Customer will make its best efforts to participate with Spreedly in one (1) joint marketing white paper or speaking event within the Initial Term; provided, that the content of such speaking event shall be mutually agreed between the Parties.

7. **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.

8. Payments. All payments are subject to the terms prescribed in the Agreement. Customer will make four (4) schedule payments, invoiced in accordance with the following schedule:

Payment #	Invoice Date	Total Payment	Annual Totals
1	April 1, 2024	\$229,570	\$510,790
2	October 1, 2024	\$281,220	
3	April 1, 2025	\$307,500	\$623,460
4	October 1, 2025	\$315,960	

For the avoidance of doubt, API use is not limited by the payment schedule. Customer may utilize any and all of the committed API calls during the term at their discretion. The payment amounts in the foregoing table are for Customer's convenience only, and may be adjusted by Spreedly if Customer usage of the Spreedly services exceeds the volumes included in the Committed Annual Fees in Table 1.

The first payment of the Initial Term shall be invoiced within 15 days of the Order Form Effective Date, due and payable thirty (30) days after the invoice date. The next three payments of the Initial Term shall be invoiced at least thirty (30) days prior to the Invoice Date. All payments are due and payable thirty (30) days after the applicable invoice date.

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.

or

- (c) Credit Card. Customer authorizes Spreedly to immediately charge the payment per the payment schedule in Section 8 and periodically charge the credit card on file for Spreedly service fees as stated in this Order Form. Customer will be subject to a 4% processing fee and any additional terms presented by third-party credit card payment processor and Customer is responsible for keeping such credit card information up to date.

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 3% 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.**Play Digital S.A.**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: