

**ORDER FORM #1**

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

**Attn:** Susan Beekman, Account Specialist  
**Customer Legal Name:** Volusion, LLC  
**Tax ID (EIN):** 82-0570100  
**Billing Address:** 1825B Kramer Ln, Ste 100 Austin, TX 78758  
**Sales Rep:** Shawn Curtis

**Order Date:** 11/29/2021

**Valid Date:** 11/29/2021

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") as of the last day it is signed (the "Order 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 enterprise services agreement (an "ESA") currently in force between the Parties (including its exhibits, schedules and addenda), or, in the absence of an ESA, 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, this 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.

**Terms****Fees:**

1. **Initial Term.** The Initial Term for this Order Form is 12 months, commencing on the Order Effective Date. Thereafter, this Order Form will automatically renew for successive 12-month periods (each, a "**Renewal Term**") unless either party has provided written notice of its intent to not renew this Agreement not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term.
2. **Pricing.** Customer will pay Spreedly an "Annual Platform Fee" for each 12 months of service, which will entitle Customer to use of the Spreedly Platform for the following Fees:

Approved Pricing Table	Year 1
<b>Annual Platform Fee:</b>	<b>\$250,000</b>
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
<b>Revenue Transaction Usage Fee:</b>	
Partner Gateway Fees (per transaction)	Waived
Non-Partner Gateway Fees (per transaction)	\$0.01

"Partner Gateways" are preferred payment gateways that have entered into a written partnership agreement with Spreedly. Spreedly will maintain a list of active Partner Gateways at [spreedly.com/gateways](https://spreedly.com/gateways). Partner Gateways may be referred to as "Featured Gateways" at this link. As of the Order Effective Date, the following Partner Gateways are in an active partnership agreement with Spreedly:

- Authorize.net
- BlueSnap
- Braintree
- CardConnect
- Credorax
- CyberSource
- dLocal
- EBANX



- Elavon
- Kushki
- MercadoPago
- Nuvei
- Opayo
- Paymentez
- PayPal
- Payflow Pro by PayPal
- PayU LatAm
- Pin Payments
- ProPay
- Stripe
- Stripe Payment Intents
- VR Payment
- Worldline (pending integration)
- WorldPay

3. Service Credits. Customer is entitled to the following service credits against the Annual Platform Fee:

**Authorize.net Processing Credits**

Customer may earn up to \$100,000 of service credits during the Initial Term and up to \$75,000 of service credits during any Renewal Term based on the total dollar volume of all transactions (less refunds, chargebacks or losses) processed globally through the Spreadly Platform ("Gross Processing Volume" or "GPV") to Authorize.net:

**Credit allocation during Initial Term Only**

- A \$50,000 credit will be applied after GPV through Authorize.net reaches \$85,000,000 in any single calendar month of the Initial Term.

- An additional \$50,000 credit will be applied after GPV through Authorize.net reaches \$125,000,000 in any single calendar month of the Initial Term.

**Credit allocation during any Renewal Term**

- A \$50,000 credit will be applied after GPV through Authorize.net reaches a cumulative total of \$1,000,000,000.

- A \$15,000 credit will be applied after GPV through Authorize.net reaches a cumulative total of \$1,250,000,000.

- A \$10,000 credit will be applied after GPV through Authorize.net reaches a cumulative total of \$1,500,000,000.

All service credits will be applied to the balance of any Fees owing and not yet invoiced under the terms of this Order Form and will be carried over to any subsequent Renewal Term. For clarity, service credits are non-refundable and do not survive termination of this Order Form.

**Professional Services**

A one-time \$30,000 of credit to be used at Customer's discretion during only the Initial Term, subject to Section 4 of the Agreement.

Professional services hours will be charged at a rate of \$200 per hour against the credit. All Professional Services will require a separate written Statement of Work.

Professional Services credits will expire at the end of the Initial Term and do not carry over to any subsequent Renewal Term.

**Credits for Value-Added Services**

No later than June 30, 2022, both Parties agree to make commercially reasonable efforts to agree upon a credit structure for value-added services



(e.g., Account Updater, Smart Routing, or Network Tokenization) that Parties mutually agree to offer to Customer's merchants and sub-merchants via the Customer's integration with the Spreedly Platform.

An extension beyond June 30, 2022 for agreement must be approved by mutual written consent of both Parties.

The credit structure for Value-Added Services will be delineated via an Order Form subject to the Agreement.

4. Payment Terms: All payments are subject to the terms prescribed in Section 7 of the Agreement, except as follows:

- (a) Customer will pay the Annual Platform Fee in equal quarterly installments, with the first installment due and payable within fifteen (15) days of the Order Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment thirty (30) days prior to the third, sixth and ninth month anniversaries of the Order Effective Date (a "**Quarterly Renewal Date**"), with such amount due and payable prior to the applicable Quarterly Renewal Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term shall be invoiced thirty (30) days prior to the anniversary of the Order Effective Date ("**Annual Renewal Date**") and shall be due and payable prior to the Annual Renewal Date.
- (b) Spreedly will bill Customer for Non-Partner Transaction monthly in arrears at a rate of \$0.01 per transaction.
- (c) All payments to be made under this Order Form shall be made in cleared funds, without any deduction or set-off, and free and clear of, and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any government, fiscal or other authority, save as required by law. If Customer is compelled to make any such deduction, it will pay Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.
- (d) Customer may elect to pay all amounts due under this Agreement either by:

i. ACH payment or wire transfer to the following account:

Receiver: Silicon Valley Bank  
ABA/Routing #: 121140399  
SWIFT Code: SVBKUS6S  
Beneficiary: 3301451580  
Spreedly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
USA

ii. check delivered to the address specified in the relevant invoice.

[Signatures on Next Page]



CONFIDENTIAL

By signing below, Customer indicates its acceptance of the terms of the Agreement and represents and warrants that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power and authority to enter into and perform its obligations under the Agreement; (iii) the execution of this Order Form by its representative has been duly authorized by all necessary corporate or organizational action of Customer; and (iv) when executed and delivered by both Parties, the Agreement will constitute the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

The Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

**Spreedly, Inc.**

DocuSigned by:

By:



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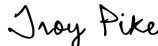
Name: Justin BensonTitle: CEONotice Address:

Spreedly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
Attn: Accounting Department  
E-mail: accounting@spreedly.com

**Volusion, LLC**

DocuSigned by:

By:



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Name: Troy PikeTitle: CEONotice Address:

Volusion, LLC  
1825B Kramer Ln, Ste 100  
Austin, TX 78758  
Attn: Susan Beekman  
E-mail: susan.beekman@volusion.com