

**ORDER FORM #Q-09418**

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

**To:** Andy Howell  
**Customer Legal Name:** UGC Holdings, Inc.  
**Tax ID:** 83-2045378  
**Billing Address:** 7033 E Greenway Pkwy, Scottsdale,  
AZ 85254, United States  
**Sales Rep:** Randa El Hankari

**Order Form Issued:** October 29, 2024

**Offer Valid Until:** November 28, 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 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 Terms of Service or in the Documentation.

1. **Term.** The Initial Term of this Service Order is 12 months, after which this Service Order 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 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

| Table 1                      |                    |
|------------------------------|--------------------|
| Annual Platform Fee:         | \$12,000.00        |
| API Usage Fee:               | Billed in arrears  |
| Cost per API Call - \$0.02   |                    |
| Business Support             | Included           |
| <b>Committed Annual Fees</b> | <b>\$12,000.00</b> |

3. **API Usage Fees.** In addition to the Annual Platform Fee, Spreedly will bill Customer an "API Usage Fee" monthly in arrears at a rate of \$0.02 per API call to the Spreedly Platform.

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

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 installments. The applicable API Usages Fees (if any), will be invoiced monthly.

All payments are subject to the terms prescribed in the Terms of Service and are due 30 days after the applicable invoice date. Customer will pay all amounts due by credit card on file. If paying by credit card, Customer authorizes Spreedly to periodically charge the credit card on file for Spreedly service fees as stated in this Order Form. Customer will be subject to any additional terms presented by the 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 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:

**UGC Holdings, Inc.**

By:

Name:

Title:

Date: