

**ORDER FORM #Q-03600**

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

**To:** BMW Canada Inc.  
**Customer Legal Name:** BMW Canada Inc.  
**Tax ID:** 879929594 RT0001  
**Billing Address:** 50 Ultimate Drive, Richmond Hill ON  
L4S 0CB  
**Sales Rep:** Brent Nelson

**Order Form Issued:** March 27, 2024

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. effective as of May 15, 2024 and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, "Agreement" means the Services Agreement dated May 31, 2021 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.** This Order Form supersedes and replaces Order Form # 1 dated May 15, 2023. The Initial Term of this Order Form is 12-months, after which this Order Form will terminate unless the parties agree in writing to renew for an additional 12-month period (a "Renewal Term" and, together with the Initial Term, the "Term"). Each 12 months of service is a "Contract Year". To ensure that Customer will not experience an interruption in access to the Platform, in the event of non-renewal of this Order Form, Customer's account will revert to a month-to-month subscription plan at the then-current list pricing governed by the Terms of Service.

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:	\$71,460.96
API Usage Fee: \$0.00843 per API call	
Professional Support	Included
<b>Committed Annual Fees</b>	<b>\$71,460.96</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 \$0.00843 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 and the Annual Platform Fee and API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

5. 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.

6. Payments. Customer will pay the Committed Annual Fees for the first Contract Year in full within 30 days of the Order Form Effective Date. Each subsequent annual payment of the Committed Annual Fees 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. 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

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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:

Name:

Title:

Date:

**BMW Canada Inc.**

By:

Name: *Jonathan Thomsen*Title: *Director, Brand Management*Date: *May 30<sup>th</sup>, 2024*

By:

Name: *Ian Sideco*Title: *Secretary*Date: *May 31, 2024*