

ORDER FORM #Q-03867**Spreedly, Inc.**

300 Morris Street
Suite 400
Durham, NC 27701

To: Christopher Dawi**Customer Legal Name:** No Hesi LLC**Tax ID:** 88-3809471**Billing Address:** 27359 Rose Mallow Ln,
Canyon Country, CA 91387**Sales Rep:** George Waugh**Order Form Issued:** June 27, 2024**Offer Valid Until:** June 28, 2024

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 Form 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 signed enterprise services agreement currently in force between the Parties, or, in the absence of an agreement, 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 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 June 30, 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:	\$18,000.00	\$18,000.00
API Usage Fee:	\$13,680.00	\$22,320.00
Included API Calls – 1,800,000		
Cost per API Call – \$0.0200		
Advanced Vault – (see section 5 for details)	\$9,000.00	\$9,000.00
Business Support	Included	Included
Committed Annual Fees	\$40,680.00	\$49,320.00

API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 1,800,000 API calls to the Spreedly Platform at a cost of \$0.0200 per call (“API Usage Fee”) to be utilized during the Initial Term. If Customer exceeds 1,800,000 API calls during the Initial Term, 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 22 of the Initial Term, Spreedly will charge 2 times the rate for the pre-purchased API calls for the remainder of the Initial Term or same Renewal Term.

- If the overage first occurs in months 23 or 24 of the Initial Term, Spreedly will charge 1.5 times the rate for the pre-purchased API calls for the remainder of the Initial Term or same Renewal Term.

3. **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 and the Annual Platform Fee and API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

Advanced Vault. Spreedly's Advanced Vault 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 \$750.00 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	Discount through June 30, 2026
1	0 – 149,999	\$0.0250	\$0.0200
2	150,000 – 1,499,999	\$0.0225	\$0.0180
3	1,500,000 +	\$0.0200	\$0.0160

If this Order Form becomes effective on or before June 28, 2024, Spreedly agrees to apply a 20% discount to the payment method enrollment rate through June 30, 2026. Unless otherwise agreed by the Parties in writing, the Advanced Vault Fees during any Renewal Term will be charged without a discount at the standard rates set forth in Table 2.

By using Advanced Vault, 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.

4. **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.

Spreedly will provide product and implementation support for Customer to integrate to the Spreedly Platform, including technical assistance with integration and data migration, and issue troubleshooting at no additional charge for up to three months following the Order Form Effective Date. Implementation support is available during Spreedly's normal business hours (9:00am-5:00pm EST) and workdays Monday through Friday excluding US holidays. Customer may request Spreedly perform integration work for an additional charge in a separate Statement of Work.

5. **Payments.** All payments are subject to the terms prescribed in the Agreement. Customer will pay the Committed Annual Fees in monthly payments, invoiced in accordance with the following schedule:

Payment Schedule		
Payment by Month	Monthly Payment Amount	Committed Annual Fees
1	3,120.00	\$40,680
2	3,120.00	
3	3,120.00	
4	3,300.00	
5	3,300.00	
6	3,300.00	
7	3,480.00	
8	3,480.00	
9	3,480.00	
10	3,660.00	
11	3,660.00	
12	3,660.00	
13	3,840.00	\$49,320
14	3,840.00	
15	3,840.00	
16	4,020.00	
17	4,020.00	
18	4,020.00	
19	4,200.00	
20	4,200.00	
21	4,200.00	
22	4,380.00	
23	4,380.00	
24	4,380.00	

The payment amounts in the foregoing table are for Customer's convenience only and will be adjusted by Spreedly according to Customer's actual usage. Spreedly may combine Committed Annual Fees and any usage fees paid in arrears on the same invoice. The first payment is due within 30 days of the Order Form Effective Date. Each subsequent monthly payment of the Committed Annual Fees will be due and payable within 30 days after the applicable invoice date.

Customer will pay the applicable fees for Advanced Vault, and 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.

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.**No Hesi LLC**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

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