

ORDER FORM #Q-09996

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

To: Jonathan Bishoff
Customer Legal Name: Martingale Media, LLC dba Vrio
Tax ID: 46-4328987
Billing Address: 2301 Blake Street, Denver, CO 80205,
United States
Sales Rep: Jevon Young

Order Form Issued: April 30, 2025

Offer Valid Until: April 30, 2025

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 Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service> ("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 1 month, after which this Service Order will automatically renew for successive 1-month periods (each, a "Renewal Term" and, together with the Initial Term, the "Term"). Customer may terminate this Order Form on 30 days written notice to Spreedly. Spreedly may terminate this Order Form on 90 days written notice to Customer.

2. **Platform Fees.** Each month, Customer will pay Spreedly the "Monthly 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 gateway Supported Payment Methods;
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Monthly Platform Fee:	\$1,500.00
API Usage Fee:	
Cost per API call - \$0.05	
Business Support	Included
Committed Monthly Fees	\$1,500.00

3. **API Usage Fees.** In addition to the Monthly Platform Fee, Spreedly will bill Customer an "API Usage Fee" monthly in arrears at a rate of \$0.05 per API call to the Spreedly Platform.

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.

5. **Payments.** Customer will pay the Committed Monthly Fee and applicable API Usage Fees (if any) within 30 days of Spreedly's invoice date. All Fees and are subject to the terms prescribed in the Terms of Service.

Customer authorizes Spreedly to charge its credit card on file immediately for the first month's Committed Monthly Fees and in recurring monthly installments. Customer must comply with third-party payment processor terms and keep card details current.

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.**Martingale Media, LLC dba Vrio**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: