

ORDER FORM #1

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

To: Nikki Lerol
Customer Legal Name: Lemonade, Inc.
Tax ID:
Billing Address: 5 Crosby St., 3rd Floor, New York, NY 10013
Sales Rep: George Waugh

Order Form Issued: 29 Sept 2023

Offer Valid Until: 30 Sept 2023

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 enterprise services agreement (an “ESA”) currently in force between the Parties, 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.

1) Order Form Term.

- a. **Initial Term.** Spreedly agrees to provide the Platform for an introductory trial term beginning on the Order Form Effective Date and ending at the earlier of (i) Customer’s written notice to convert to an annual term; or (ii) March 30, 2024 (the “Trial Term”). At any time prior to March 30, 2024, Customer may elect to end the Trial Term and start a new annual term by giving Spreedly notice in writing, setting the start date, and paying the Annual Fees set forth in Section 3 below. Customer will have the option to terminate this Order Form at the end of the Trial Term by providing written notice of termination to Spreedly on or before March 15, 2024, otherwise this Order Form will continue for a successive 12-month period (together with the Trial Term, the “Initial Term”) beginning on earlier of (i) Customer’s written notice to convert to an annual term; or (ii) March 30, 2024.
- b. **Renewal Terms.** This Order Form will automatically renew for successive 12-month periods beginning March 30, 2025 (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 following the Trial Term is a “Contract Year”.

2) Trial Term Fees. For the Trial Term, Customer will pay Spreedly the “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.

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.

Table 1	
Trial Platform Fee:	\$90,000
API Usage Fee:	\$0.02
Professional Level Support	Included
Total Committed Fees	\$90,000

3) **Annual Fees.** Unless this Order Form is earlier terminated by Customer, beginning on March 30, 2024 or an earlier start date set by Customer as provided in Section 1) , Customer will pay Spreedly the “Annual Platform Fee” in Table 2 which entitles Customer to continue to access and use the same Platform services described in Section 2).

In addition to the Annual Platform Fee, Customer is pre-purchasing 25,000,000 API calls to the Spreedly Platform at a cost of \$0.0063 per call (“API Usage Fee”) to be utilized during the Initial Term. The total committed API Usage Fee during the Initial Term is \$157,500. Spreedly will invoice Customer monthly in arrears at the rate of \$0.0063 for any additional API call more than the pre-purchase volume of 25,000,000. All pre-purchased API calls expire at the end of the Contract Year in which they were purchased.

Table 2	
Annual Platform Fee:	\$40,000
API Usage Fee:	\$157,500
Committed API Calls – 25,000,000	
Cost per API Call – \$0.0063	
Advanced Vaultings Fees from Table 3:	\$240,000
Committed Payment Methods - 2,000,000	
Monthly cost per Payment Method - \$0.01	
Professional Level Support	Included
Minimum Credit for Platform Fees Paid during Trial Term through March 30, 2024*	\$5,000
Total Committed Annual Fees	\$432,500

*If Customer elects to start an annual term prior to March 30, 2024 a prorated amount of the Platform fees paid during the Trial Term will be credited.

4) **Renewal Terms 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 Contract Year in each successive Renewal Term.

5) **Advanced Vaulting.** Spreedly’s Advanced Vaulting service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service or (ii) the minimum committed monthly fee, each as set out in Table 3 below. 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, without markup, 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 to third party fees.

Table 3			
Tier	# of Payment Methods	Monthly Fee per Payment Method during the Trial Term	Minimum Committed Monthly Fee
1	0 – 149,999	\$0.025	\$500
2	150,000 – 1,499,99	\$0.02250	
3	1,500,000 +	\$0.02	
Monthly Fee per Payment Method on and after March 30, 2024			
\$0.01 per Payment Method		\$20,000 Minimum Committed Monthly Fee	

The minimum committed monthly fee for Spreedly’s Advanced Vaulting service during the Trial Term is \$500. Unless this Order Form is earlier terminated by Customer as provided herein, on or after March 30, 2024, or or an earlier start date set by Customer’s election to pay the Annual Fees as provided in Section 1), the minimum committed monthly fee is \$20,000 for a committed enrollment of 2,000,000 payment methods. If Customer’s enrollment exceeds 2,000,000 payment methods, Customer will be charged \$0.01 per Payment Method.

By using Advanced Vaulting, 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.

6) **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 in the Agreement as amended from time-to-time and posted at Spreedly’s website (currently <https://www.spreedly.com/support-services-terms>).

7) **Payments.** Customer will pay the Total Committed Fees for the Trial Term in full within 45 days of the Order Form Effective Date. Unless this Order Form is earlier terminated by Customer, Customer will pay the Total Committed Annual Fees in equal quarterly installments, with the first installment due and payable within 45 days after March 30, 2024 or an earlier start date set by Customer as provided in Section 1). Spreedly will invoice Customer for each subsequent quarterly payment 45 days prior to the three, six, and nine, month anniversaries of the date the start date for the annual term (a "Quarterly Payment Date"), with such amounts due and payable prior to the applicable Quarterly Payment Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced 45 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 will pay the applicable minimum committed fee for Advanced Vaulting for the Trial Term within 45 days of the Order Form Effective Date, after which Spreedly will invoice the Advanced Vaulting Fees monthly in arrears.

Customer may elect to pay all amounts due under this Agreement 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

(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 to Spreedly in the Agreement, Spreedly may charge interest as set forth in Section 7.4 of the Agreement.

[Signatures on Next Page]

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.**Lemonade, Inc.***Justin Benson**Tim Bixby*By: 391744E614CFD0F21AF830DF74E3408B contractworks.By: EB45D2083341155EC9DFE362FEC3A48A contractworks.Name: **Justin Benson**Name: **Tim Bixby**Title: **CEO**Title: **CFO**Date: **09/30/2023**Date: **09/30/2023**