

**ORDER FORM #Q-09520**

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

**To:** Chris Hopson  
**Customer Legal Name:** Swiss CRM AG  
**Tax ID:**  
**Billing Address:** Baarerstrasse 25, Zug, 6300,  
Switzerland  
**Sales Rep:** Jevon Young

**Order Form Issued:** November 28, 2024

**Offer Valid Until:** December 6, 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 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 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”.

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;
- 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:	\$63,750.00	\$63,750.00
Included API Calls – 7,500,000		
Cost per API Call – \$0.0085		
Business Support	Included	Included
<b>Committed Annual Fees</b>	<b>\$81,750.00</b>	<b>\$81,750.00</b>

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 15,000,000 API calls to the Spreedly Platform at a cost of \$0.0085 per call (“API Usage Fee”) to be utilized during the Initial Term. Customer will be invoiced for 7,500,000 API calls in the first Contract Year and 7,500,000 API calls in the second Contract Year. If Customer exceeds 7,500,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears in arrears at a rate of \$0.03 (“API Usage Fee”) for any additional API calls more than the pre-purchased volume of 7,500,000.

4. **Recover.** Spreedly’s Recover service will automatically retry declined transactions on one or more backup gateways designated by and under conditions set by Customer as stated in the product documentation at <https://developer.spreedly.com/docs/transaction-retry>.

Spreedly will not charge for Recover services for the first 30-days beginning when Customer either: (1) includes its first retry object in a transaction call to Spreedly's transaction API; or (2) first uses a retry object in an automated routing workflow. After the trial period ends, Customer will only be charged for Recovered Transactions (defined below) at a rate of 5% of the transaction value in the "amount" field of the Recovered Transaction. No charges will incur for transactions that retry but fail on Customer's backup gateway(s).

Recover will be charged monthly in USD. For transactions recovered in currencies other than USD, Spreedly will convert the fee amount to USD as described in the Documentation.

"Recovered Transaction" means a transaction of any type that was unsuccessful on the first attempt for any reason, which by way of invoking the Recover function resulted in success on a subsequent attempt.

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

6. 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.

7. Payments. Customer will pay the Committed Annual Fees in equal quarterly installments, with the first installment due and payable within 30 days of Order Form Effective Date. Each subsequent payment will be invoiced at least 30 days prior to the three, six, nine, month anniversaries of the Order Form Effective Date (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 of such Renewal Term 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.

Customer will pay the applicable fees for Recover, additional API Usage Fees (if any), and Advanced Vault usage (if any) on a monthly basis.

All payments are subject to the terms prescribed in the Terms of Service.

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.  
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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.****Swiss CRM AG**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: