



CONFIDENTIAL

**ORDER FORM #Q-09782**

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

**To:** Jonathan Thomson  
**Customer Legal Name:** BMW Canada Inc.  
**Tax ID:** 879929594 RT0001  
**Billing Address:** 50 Ultimate Drive, Richmond Hill,  
ON, L4S 0C8, Canada  
**Sales Rep:** Danish Siddiqui

**Order Form Issued:** April 23, 2025**Offer Valid Until:** April 30, 2025

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. effective as of the May 15, 2025 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, as amended, 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 #Q-03600 dated May 15, 2024. 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 the 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 price 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 gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$75,748.61
API Usage Fee:	
Cost per API Call – \$0.00894	
Professional Support	Included
<b>Committed Annual Fees</b>	<b>\$75,748.61</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 \$0.00894 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 at the same committed usage (if any). The Annual Platform Fee and the API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

5. **3D Secure.** 3DS services are optional. To the extent Customer elects to enable 3DS authentication through the Platform as described in the Documentation, Customer will receive 400 3DS authentication requests through the Platform per month included as part of the monthly fee of \$60.00 for 3DS enablement. Additional 3DS authentication requests will be charged monthly in arrears at a rate of \$0.15 per request.



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Spreedly enables 3DS authentication through the Platform as outlined in the Documentation at <https://developer.spreedly.com/docs/3ds-solutions>. Customer is solely responsible for complying with all applicable payment regulations, card network rules, and merchant obligations related to 3DS. Any chargebacks, authentication errors, or transaction failures must be resolved directly with the relevant financial institutions or service providers. Spreedly is not liable for unauthorized transactions, chargebacks, or fraudulent activities occurring despite the use of 3DS.

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 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 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

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.

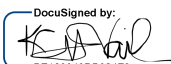
[Signatures on Next Page]



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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:    
 BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 5/13/2025

**BMW Canada Inc.**

By: 

Name: Jonathan Thomson

Title: Director, BMW Brand Management

Date: May 13<sup>th</sup>, 2025

**BMW Canada Inc.**

By: 

Name: IAN SIDELO

Title: SECRETARY

Date: MAY 13, 2025

