

**ORDER FORM #Q-09753**

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

**To:** Denis Danskir  
**Customer Legal Name:**  
Lemonade, Inc.  
**Tax ID:** 32-0469673  
**Billing Address:** 5 Crosby St, 3rd  
Floor, New York, NY 10013, United  
States  
**Sales Rep:** Alexandra Fleming

**Order Form Issued:** April 29, 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 last day it is signed (“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 dated September 29, 2023, 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 #1 dated March 30, 2024. The Initial Term of this Order Form is 24-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”). To ensure that Customer will not experience an interruption in access to the Platform, if Customer continues to use the service after non-renewal of this Order Form, Customer’s account will revert to a month-to-month subscription plan at the then-current list pricing governed by the Agreement. The services and Initial Term will begin March 30, 2025.

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		
	Year 1	Year 2
Annual Platform Fee:	\$90,000.00	\$90,000.00
API Usage Fee:	\$137,500.00	\$137,500.00
Included API Calls – 50,000,000		
Cost per API Call – \$0.0055		
3D Secure – Annual Fee	\$6,000.00	\$10,000.00
Cost per authentication call - \$0.0225		
Advanced Vault – see section 6 for details	\$360,000.00	\$412,800.00
Premium Support	Included	Included
<b>Committed Annual Fees</b>	<b>\$593,500.00</b>	<b>\$650,300.00</b>

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 50,000,000 API calls to the Spreedly Platform at a cost of \$0.0055 per call (“API Usage Fee”) to be utilized during the Initial Term. Customer will be invoiced for 25,000,000 API calls in the first Contract Year and 25,000,000 calls in the second Contract Year. If

Customer exceeds 50,000,000 API calls in 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.
- 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.

At the Customer's request, Spreedly will provide API usage reports detailing the Customer's API call consumption for the applicable billing period(s). If Customer projects that its API usage will exceed the annual API commitment before the end of the applicable Term, Customer may, elect to purchase additional API calls in blocks of two million (2,000,000) API calls to the Platform at a rate of \$0.0068 per API call. If no block buy election is made, Spreedly may apply any applicable overage fees as described herein. Alternatively, Spreedly agrees that Customer may renew this Order Form early at the services rates to be agreed to by the Parties or Customer will be eligible for a further reduction in the rate for API calls if it purchases a block of greater than two million (2,000,000) API calls.

If this Order Form becomes effective on or before April 30, 2025, Spreedly will include an additional 10,000,000 API calls to the Platform the first Contract Year at no additional cost.

4. 3D Secure. Customer has elected to enable 3DS authentication through the Platform for an annual access fee of \$6,000.00 in the first Contract Year and annual access fee of \$10,000.00 in the second Contract Year and a rate of \$0.0225 per Transaction.

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.

5. 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 1% 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.

6. Renewal Fees. Except as otherwise agreed by the Parties in writing, in the event this Order Form renews as described in Section 1, the Annual Platform Fee and API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term..

7. 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 as both are set out in Table 2 below (the "Advanced Vault Fees"). Customer is committing to enroll 3,000,000 payment methods per month in the first Contract Year and 4,000,000 payment methods per month in the second Contract Year. Advanced Vault Fees 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 reasonable changes at any time upon written notice to Customer. 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

Contract Year	Monthly Fee Per Payment Method	Minimum Monthly Fee
1	\$0.01	\$30,000.00
2	\$0.0086	\$34,400.00

Notwithstanding the foregoing, during the first Contract Year, Customer will only be charged the Minimum Monthly Fee for as long as the number of enrolled Payment Methods is under 4,000,000. For clarity, if the number of enrolled payment methods in any given month of the first Contract Year is or exceeds 4,000,000, then the fee per payment method will be \$0.01.

By using Advanced Vault, 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.

8. Support Services. Customer has selected Premium 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.

9. Payments. Customer will pay the Committed Annual Fees in equal quarterly installments, with the first installment due and payable within 45 days of receipt of invoice.

Customer will pay the applicable fees for 3D Secure, Advanced Vault, and additional API Usages Fees (if any), on a quarterly basis. All Fees are due and payable within 45 days of the invoice date are subject to the terms prescribed in the Agreement. 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.

[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.**

By:

Name:

Title:

Date:

**Lemonade, Inc.**

By:

Name:

Title:

Date: