



ORDER FORM #Q-04641

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

To: Andrey Pushkarev
Customer Legal Name: Nooterra LLP
Tax ID: 920504050237
Registration #: 230340032005
Billing Address: 7/9, Ezgibaeva str, Almaty, 050046,
Kazakhstan
Sales Rep: Jevon Young

Order Form Issued: October 17, 2024
Offer Valid Until: October 31, 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 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 prior written notice to Spreedly. Spreedly may terminate this Order Form on 90 days prior 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 3DS2 services and gateway Supported Payment Methods; and
 - all currently available Payment Method Distribution receiver endpoints.

Table 1	
Monthly Platform Fee:	\$1,500.00
API Usage Fee: \$0.05	
Advanced Vault	\$500.00 See Table 2 for details
Business Support	Included
Committed Monthly Fees	\$2,000.00

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 \$0.05 per API call to the Spreedly Platform.
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. Advanced Vault. Spreedly’s Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 2 below or (ii) the minimum committed fee of \$500.00 per month. 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 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 in third party fees.

Table 2			
Tier	# of Payment Methods	Monthly Fee Per Method	Minimum Monthly Fee
1	0 – 149,999	\$0.0250	\$500.00
2	150,000 – 1,499,999	\$0.0225	
3	1,500,000 +	\$0.0200	

By using Advanced Vault, 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 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 all amounts due by credit card on file with Spreedly. Customer authorizes Spreedly to immediately charge the Committed Monthly Fees for the first month and periodically charge the credit card on file for Spreedly service fees as stated in this Order Form. Customer will be subject to any additional terms presented by the third-party credit card payment processor and Customer is responsible for keeping such credit card information up to date.

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.

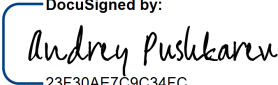
By:  DocuSigned by:
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Name: Nellie Vail

Title: CFO

Date: 10/28/2024

Nooterra LLP

By:  DocuSigned by:
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Name: Andrey Pushkarev

Title: Chief Operating Officer

Date: 10/28/2024