

**ORDER FORM #Q-04033**

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

**To:** Tracey McCant  
**Customer Legal Name:** Fattmerchant, Inc. dba Stax Payments  
**Tax ID:** 473551973  
**Billing Address:** 100 S Orange Ave, #400, Orlando, FL 32801  
United States  
**Sales Rep:** Luke Evans

**Order Form Issued:** August 20, 2024

**Offer Valid Until:** August 31, 2024

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 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 August 31, 2022, currently in force between 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 August 31, 2022. The Initial Term of this Order Form is 12 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”. The services and Initial Term will begin August 31, 2024.

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; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$100,000.00
API Usage Fee:	\$469,000.00
Included API Calls – 105,000,000	
Cost per API Call – \$0.004467	
Professional Support	Included
<b>Committed Annual Fees</b>	<b>\$569,000.00</b>

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 105,000,000 API calls to the Spreedly Platform at a cost of \$0.004467 per call (“API Usage Fee”) to be utilized during the Initial Term. If Customer exceeds 105,000,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears an overage rate of \$0.0038 per API call beyond the pre-purchased amount.

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 API usage (for the prior 12-months) and the Annual Platform Fee and API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

5. Advanced Vaulting. Spreadly'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 as set out in Table 2 below or (ii) the minimum committed fee of \$17,500.00 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. Spreadly will make reasonable efforts to notify Customers in advance of changes in third party fees.

Table 2			
Tier	# of Payment Methods	Fee Per Payment Method	Minimum Monthly Fee
1	0 - 5,000,000	Covered by minimum monthly fee	\$17,500.00
2	5,000,001 +	\$0.0035	

Advanced Vault fees for the first 5,000,000 payment methods will not exceed the minimum monthly fee and Spreadly will only invoice third-party pass-through costs related to the Advanced Vault service up until Customer exceeds 5,000,000 enrolled payment methods. For each additional payment method greater than 5,000,000, Spreadly will charge a rate of \$0.0035 per payment method per month.

By using Advanced Vaulting, Customer agrees that any updates to payment card information may be used by Spreadly to improve or provide payment services on its Platform. Customer authorizes Spreadly 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, Spreadly will provide the technical Support Services in accordance with the Support Service Terms posted at <https://www.spreadly.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 the Order Form Effective Date. Spreadly will invoice Customer for each subsequent quarterly payment 30 days prior to the quarterly 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 payment 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 Advanced Vaulting, and additional API Usages Fees (if any), on a quarterly basis on the same schedule as the Platform and pre-purchased API Usage Fees. All Fees are due and payable within 30 days of the invoice date and 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

Spreadly, 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, Spreadly 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.**

By:

Name:

Title:

Date:

**Fattmerchant, Inc.**

By:

Name:

Title:

Date: