



ORDER FORM #Q-09563

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

To: Daniel Martín Lombardo
Customer Legal Name: Cabify Matriz, S.L
Tax ID: B86462793
Billing Address: 42 Calle de Pradillo, Madrid,
Comunidad de Madrid, 28002, Spain
Sales Rep: Alexandra Fleming

Order Form Issued: March 31, 2025
Offer Valid Until: March 31, 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 July 20, 2017, 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-03382 dated March 17, 2024. 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 March 17, 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 and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$297,754.00
API Usage Fee:	\$115,200.00
Included API Calls – 90,000,000	
Cost per API Call – \$0.00128	
Professional Support	Included
Committed Annual Fees	\$412,954.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 90,000,000 API calls to the Spreedly Platform at a cost of \$0.00128 per call (“API Usage Fee”) to be utilized during the Initial Term. If Customer exceeds 90,000,000 API calls in any Contract Year, 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 10 of the Contract Year, Spreedly will charge 2 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.
- If the overage first occurs in months 11 or 12 of the Contract Year, Spreedly will charge 1.5 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.



4. 3D Secure. 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.

If Customer signs this Order Form on or before March 31, 2025, Spreedly will not charge for 3DS Secure until after May 31, 2025. For the avoidance of doubt, Spreedly's existing 3DS global offering will no longer be included in the price of the Platform Fee as of May 31st 2025, and both parties agree to negotiate in good faith on commercials for Customer's continued usage of 3DS with Spreedly.

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 usage (if any). The Annual Platform Fee and the API Usage Fee will be renewed at the then-current list pricing at time of renewal.

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 in equal quarterly installments, with the first installment due and payable within 45 days of the Order Form Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment 45 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.

Fees do not include any taxes, except as otherwise provided for in this Order Form. If Customer has the legal obligation to pay or collect any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes") for which Spreedly is responsible under this Agreement, Customer shall withhold the necessary amount for the Taxes on the amount payable to Spreedly (i.e., to reduce payable Fees on the amount of applicable Taxes) and remit the thusly withheld amount to the relevant authorities in accordance with all applicable laws. Customer shall obtain any exemption or reduced rates from such Taxes that are legally applicable, and Spreedly shall cooperate and shall not unreasonably withhold its cooperation in completing in a timely manner any procedural formalities reasonably necessary to obtain any exemption or reduced rate from such Taxes. In particular, before any payment is due or accrued (whichever occurs first) Spreedly shall provide Customer with a tax residence certificate duly issued by the competent tax authorities of its country of residence evidencing that Spreedly is resident for tax purposes in that country within the meaning of the relevant agreement for the avoidance of double taxation and prevention of fiscal evasion with respect to taxes on income and capital. Spreedly shall be required to deliver a new certificate each time the existing certificate expires in accordance with the applicable legislation, and it is requested by the Customer. For the avoidance of doubt, the Customer will not be liable for taxes imposed on Spreedly based on Spreedly's income.

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.



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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:  Signed by:
C9132818B2F844A...

Name: justin@spreedly.com

Title: CEO

Date: 4/1/2025

Cabify Matriz, S.L

By:  DocuSigned by:
3FDFFD3B8F31445...

Name: Joao Correia

Title: COO

Date: 4/1/2025