spreedly

ORDER FORM #Q-03577

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

Order Form Issued: March 22, 2024

Offer Valid Until: October 31, 2024

To: Imran Hajimusa
Customer Legal Name: Chargebee Inc.
Tax ID: 99-0362987
Billing Address: 909 Rose Avenue, Suite 950
North Bethesda, MD 20852
Sales Rep: Alexandra Fleming

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 Service Agreement dated May 21, 2018, as amended, 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. <u>Term</u>. This Order Form supersedes all prior Order Forms and will govern all Spreedly Services beginning May 21, 2024. The Initial Term of this Order Form is 36 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 one hundred twenty (120) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a "Contract Year".

    2. <u>Platform Fees</u>. 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:

- reporting, data and other information on Customer's use of the services of the Spreedly Platform;
- 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			
	Year 1	**Year 2**	**Year 3**
Annual Platform Fee:	$0.00	$0.00	$0.00
API Usage Fee:	$75,000.00	$75,000.00	$75,000.00
Included API Calls – 22,500,000			
Cost per API Call – $0.01			
Professional Support	Included	Included	Included
Committed Annual Fees	**$75,000.00**	**$75,000.00**	**$75,000.00**

    3. <u>API Usage Fees</u>. In addition to the Annual Platform Fee, Customer is pre-purchasing 22,500,000 API calls to the Spreedly Platform at a cost of $0.01 per call ("API Usage Fee") to be utilized during the Initial Term. Customer will be invoiced for 7,500,000 API calls in the first Contract Year, 7,500,000 API calls in the second Contract Year, and 7,500,000 calls in the third Contract Year.

If Customer exceeds 7,500,000 API calls in any Contract Year, Spreedly will charge Customer an "API Usage Fee" monthly in arrears based on the number of API calls to the Spreedly Service at the rates set forth in Table 2 below:

Table 2		
Tier	**# of API calls**	**Rate**
1	0 - 10,000,000	$0.01 per API call
2	10,000,001 - 20,000,000	$0.0085 per API call
3	20,000,001+	$0.0076 per API call

Customer's API Usage Fee will remain at the rate for the corresponding tier until the number of API calls reaches the threshold for the next tier for the remainder of the same Contract Year.

4. Renewal Fees. Except as otherwise agreed by the Parties in writing, this Order Form will automatically renew as described in Section 1 and the API Usage Fees will increase by 6% from the prior 12-months in each successive Renewal Term.

5. Customer Data Exports. Spreedly will perform, free-of-charge, one (1) manual export for Customer and one (1) manual export for each of Customer's customers which: (i) has elected to receive Platform services through Customer; and (ii) has a direct contractual relationship with Customer. Each additional manual export will incur an export charge of $1000 for exports that align with the standard practices published in the Documentation at https://developer.spreedly.com/docs/third-party-vaulting. Exports outside of Spreedly's standard practices will be considered custom exports and may require Professional Services under a separate Statement of Work signed by the Parties. Notwithstanding the foregoing, as outlined in Section 9(f) the Agreement, Customer may elect at any time to perform an automatic export of any Card Data or other credit card or user information associated with Customer's account to a third party endpoint for which Spreedly supports Third Party Vaulting as set forth at: https://docs.spreedly.com/guides/third-party-vaulting/.

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. All payments are subject to the terms prescribed in Section 6 of the Agreement (as amended). Customer will pay the applicable fees within forty-five (45) days of the Spreedly invoice date.

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]

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:*
justin@spreedly.com
C9132818B2F844A...

Name: justin@spreedly.com

Title: CEO

Date: 10/21/2024

Chargebee Inc.

By: *DocuSigned by:*
Rajaraman Santhanam
C4EE23FC1ABE4E8...

Name: Rajaraman Santhanam

Title: Cofounder and COO

Date: 10/20/2024