

**ORDER FORM #1**

**Spreedly, Inc.**  
300 Morris Street  
Suite 40  
Durham, NC 27701

**To:** [Jacques Fu](#)  
**Customer Legal Name:** Stax Payments  
**Tax ID:**  
**Billing Address:** 618 E South St Suite 510,  
Orlando, FL 32801  
**Sales Rep:** Montserrat Morales

**Order Form Issued:** August 12, 2022

**Offer Valid Until:** August 30, 2022

**Support Level:** Professional Tier

This Order Form is entered into between Fattmerchant, Inc. dba Stax Payments 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 Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, "Agreement" means the enterprise services agreement (an "ESA") currently in force between the Parties, or, in the absence of an ESA, the Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service>.

In the event of any conflict between the terms of the Agreement and this Order Form, this 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) Order Form Term:** 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 this Agreement not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a "Contract Year".

**2) Platform Fees:** For each Contract Year, Customer will pay Spreedly an "Annual Platform Fee" which entitles Customer to the services set out in the table below.

Enterprise Pricing	
	Year 1
<b>Annual Platform Fee</b>	<b>\$80,000</b>
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
<b>API Committed Usage Fee</b>	<b>\$228,000</b>
Committed APIs during Initial Term	60,000,000
Cost per API call	\$0.0038



<b>Total Annual Fees:</b>	<b>\$308,000</b>
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**3) API Usage Fees:** The Customer is pre-purchasing 60,000,000 API calls to the Spreedly Platform at a cost per API call rate of \$0.0038 to be utilized during the Initial Term. The total API usage fee during the Initial Term is \$228,000. For the avoidance of doubt, any API calls remaining from the initial allotment of 60,000,000 will expire only at the end of the Initial Term. Spreedly will invoice Customer monthly in arrears at the rate of \$0.0038 for any additional API call more than the initial purchase volume of 60,000,000.

**4) Renewal Terms Fees:** The Annual Platform Fee and API Usage Fee will increase by 6% over the prior Contract Year in each successive Renewal Term.

**5) Account Updater:** Customer has elected to participate in Spreedly's Account Updater service at a cost of \$0.18 per successfully updated card. Customer will pre-purchase 100,000 card updates for a cost of \$18,000 which amount will be debited each time the account updater service is successfully performed. Customer will be invoiced an additional \$18,000 only when the remaining balance falls below \$1,800. Customer may cancel participation in the Account Updater program at any time via a written notification emailed to [enterprise@spreedly.com](mailto:enterprise@spreedly.com). Due to fees imposed by the card networks and/or third-party service providers, Fees for the Account Updater service are subject to change at any time. Spreedly will notice Customer no less than ninety (90) days' prior to a price change for the Account Updater.

Enterprise Account Updater Pricing Table	
<b>Cost per successful updated card transaction</b>	\$0.18
<b>Pre-purchased updates</b>	100,0000
<b>Total Account Updater Fees</b>	\$18,000

**6) Support Services.** 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 7 of the Agreement. The Total Annual Fees committed during the Initial Term of this Order Form are \$308,000 including the Annual Platform Fee and API Usage Fees but not including Account Updater which will be invoiced separately.

Customer will pay the Total Annual Fees in monthly installments, with the first invoice for September in the amount of \$14,000, and the remaining balance divided in even monthly payments of \$26,727.27 each for the remainder of the Initial Term and during any Renewal Term. The first payment for the Initial Term will be invoiced within 15 days of the Order Form Effective Date and due 30 days after the invoice date. Subsequent payments will be invoiced on the 1st day of every month through the Term. All payments will be due and payable 30 days after the invoice date.

Customer may elect to pay all amounts due under this Agreement either by:

(a) ACH payment or wire transfer to the following account:

Receiver:	Webster Bank
ABA/Routing #:	211170101
SWIFT Code:	WENAU31
Beneficiary:	0024760830
	Spreedly, Inc.
	300 Morris Street, Suite 400
	Durham, NC 27701
	USA



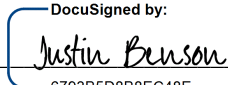
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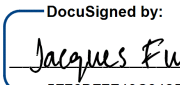
(b) check delivered to the address specified in the relevant invoice.

[Signatures on Next Page]

The Parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

**Spreedly, Inc.****Fattmerchant, Inc. dba Stax Payments**

By:  \_\_\_\_\_  
DocuSigned by:  
6793B5D8B8EC48E...  
Name: Justin Benson \_\_\_\_\_  
Title: CEO \_\_\_\_\_  
Date: 8/31/2022 \_\_\_\_\_

By:  \_\_\_\_\_  
DocuSigned by:  
5F76BF7F40C9425...  
Name: Jacques Fu \_\_\_\_\_  
Title: EVP, Co-Founder \_\_\_\_\_  
Date: 8/31/2022 \_\_\_\_\_