

ORDER FORM #Q-09679

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

To: Oliver Morgan

Customer Legal Name: Ventrata Ltd

Tax ID:

Billing Address: 110 Clifton St, London, Greater

London, EC2A 4HT, United Kingdom

Sales Rep: George Waugh

Order Form Issued: January 31, 2025

Offer Valid Until: January 31, 2025

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. <u>Term.</u> 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 written notice to Spreedly. Spreedly may terminate this Order Form on 90 days written notice to Customer.
- 2. <u>Platform Fees</u>. 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;
 - all currently available Payment Method Distribution receiver endpoints.

	Table 1	
Monthly Platform Fee: API Usage Fee: \$0.05	\$1,000.00	
Business Support	Included	
Committed Monthly Fees	\$1,000,00	

- 3. <u>API Usage Fees</u>. In addition to the Monthly 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. <u>Support Services</u>. 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.
- 5. <u>Payments</u>. Customer will pay the Committed Annual Fees in equal monthly installments and additional charges for API Usages Fees (if any) will be invoiced on the same schedule as the Committed Annual Fees.

All payments are subject to the terms prescribed in the Terms of Service and are due 30 days after the applicable invoice date. Customer will pay all amounts due by credit card on file. If paying by credit card, Customer authorizes Spreedly to 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.

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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]



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.

ву:

Name: Nellie Vail

Title: CFO

Date: 1/31/2025

Ventrata Ltd

By: Oliver Morgan

Name: Oliver Morgan

Title: CEO

1/31/2025 Date:

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