

ORDER FORM #Q-03919

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

To: Himanshu Sankhe
Customer Legal Name: RockWallet LLC
Tax ID: REQUIRED
Billing Address: 1000 North West Street, Suite 1200,
Wilmington, DE 19801, USA
Sales Rep: Drew Assinessi

Order Form Issued: May 30, 2024

Offer Valid Until: October 31, 2024

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. **Term.** The Initial Term of this Order Form is 24 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”.

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		
	Year 1	Year 2
Monthly Platform Fee:	\$16,500	\$18,000.00
API Usage Fee:		
Included API Calls – 660,000	\$4,590.00	\$6,630.00
Cost per API Call - \$0.017		
Advanced Vault – See table t below for details	\$4,860.00	\$7,020.00
Business Support	Included	
Committed Monthly Fees	\$25,950.00	\$31,650.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 660,000 API calls to the Spreedly Platform at a cost of \$0.017 per call (“API Usage Fee”) to be utilized during the Initial Term. Customer will be invoiced for 270,000 API Calls in the first Contract Year and 390,000 API Calls in the second Contract Year. If Customer exceeds 660,000 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 22 of the Initial Term, Spreedly will charge 2 times the rate for the pre-purchased API calls for the remainder of the Initial Term.
- If the overage first occurs in months 23 or 24 of the Contract Year, Spreedly will charge 1.5 times the rate for the pre-purchased API calls for the remainder of the Initial Term.

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. The Annual Platform Fee will increase by Platform Renewal Fee Increase 6% and the API Usage Fee will increase by API Call Renewal Fee Increase 6% over the prior 12-months in each successive Renewal Term.

5. **Advanced Vault.** Spreedly's Advanced Vault service will be charged the greater of (i) the rate corresponding to the actual number of enrolled payment methods or (ii) the minimum annual fee, as set out in Table 2 below. During each Contract Year, Spreedly will only invoice third-party pass-through costs related to the Advanced Vault service up until Customer exceeds 26,000 enrolled payment methods, after which Spreedly will charge for each additional payment method greater than 26,000 at the rate of \$0.0225 per payment method.

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. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees.

Table 2		
# of Payment Methods	Monthly Fee Per Method	Minimum Annual Fee
0 - 18,000	\$0.0225	1 st Contract Year \$4,860.00
18,001 - 26,000	\$0.0225	2 nd Contract Year \$7,020.00
26,000+	\$0.0225	

By using Advanced Vault, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform. Customer authorizes Spreedly 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 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.

7. **Payments.** Customer will pay the Committed Annual Fees for the first Contract Year in full within 30 days of the Order Form Effective Date. Each subsequent annual payment of the Committed Annual Fees 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.

All payments are subject to the terms prescribed in the Terms of Service.

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.

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.**RockWallet LLC**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: