

**ORDER FORM #2****Spreedly, Inc.**

300 Morris Street  
Suite 400  
Durham, NC 27701

**To:** Daniel Peters, Category Manager, Product SW & IP Licensing  
Procurement, Harman International

**Tax ID:** 112534306

**Customer Legal Name:** Harman International Industries, Inc

**Billing Address:** 400 Atlantic St, Stamford CT, 06901

**Order Form Issued:** December 17, 2022

**Service Level:** Professional Tier

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 December 28, 2022 (the "Order Form Effective Date") and is subject to the Enterprise Service Agreement dated December 28, 2022 which is hereby incorporated by reference (the "ESA").

In the event of any conflict between the terms of the ESA 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 ESA or in the Documentation.

**1) Order Form Term**

The initial term of this Order Form is one (1) month, after which this Order Form 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 thirty (30) days written notice to Spreedly. Spreedly may terminate this Order Form on thirty (30) days written notice to Customer.

**2) Platform Fees**

Each month, Customer will pay Spreedly a "Monthly Platform Fee" in the amount of \$7,500, which entitles Customer to the following Platform services:

- Universal Vaulting and Tokenization
- Security Suite (MFA, RBAC, SSO)
- Unlimited PCI Compliant Card Storage
- Access to all Spreedly gateway connectors
- Access to all Spreedly PMD Receiver endpoints
- Access to 3DS2 services, ApplePay, and GooglePay

**3) API Usage Fees**

Spreedly will invoice Customer monthly in arrears at the rate of \$0.02 for any API calls made during the previous month of service ("API Usage Fee").

**4) Support Services**

Upon payment of the applicable fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms in the ESA and posted at <https://www.spreedly.com/support-services-terms>. In the event of any conflict between the support in the ESA and the terms posted on Spreedly's website, the ESA will govern.

**5) Payments**

All payments are subject to the terms prescribed in Section 7 of the Agreement. Customer will pay the initial platform fee of \$7,500 for the first month of service within 30 days of the Order Form Effective Date. Each subsequent monthly payment shall be invoiced 30 days prior to the anniversary of the Order Form Effective Date and will be due and payable 30 days after the applicable invoice date. If Customer fails to make any payment when due then, in addition to all other remedies that may be available to Spreedly in the Agreement, 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.

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



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ABA/Routing #: 211170101  
SWIFT Code: WENAUS31  
Beneficiary: 0024760830  
Spreedly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
USA

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

[Signatures on Next Page]

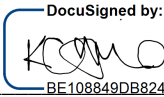


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The Parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

**Spreedly, Inc.**

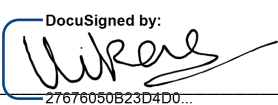
**Harman International Industries, Inc.**

By:  DocuSigned by:  
BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: December 21, 2022 | 12:03:10 PM PST

By:  DocuSigned by:  
27676050B23D4D0...

Name: Vikas Bajaj

Title: Vice President, Cloud Development

Date: December 21, 2022 | 1:51:53 PM EST

**Certificate Of Completion**

Envelope Id: AABEFEBBC679C4163BDCABF48491E64CA

Status: Completed

Subject: 043729 - Spreadly, Inc. Order Form #2

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

HARMAN Conga

AutoNav: Enabled

400 Atlantic Street

Envelopeld Stamping: Enabled

15th Floor

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

Stamford, CT 06901

legalservices@harman.com

IP Address: 44.226.4.87

**Record Tracking**

Status: Original

Holder: HARMAN Conga

Location: DocuSign

12/21/2022 8:28:53 AM

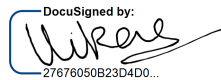
legalservices@harman.com

**Signer Events**

Vikas Bajaj

vikas.bajaj@harman.com

Vice President, Cloud Development

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
27676050B23D4D0...Signature Adoption: Drawn on Device  
Using IP Address: 171.76.81.156**Timestamp**

Sent: 12/21/2022 8:42:51 AM

Viewed: 12/21/2022 1:49:50 PM

Signed: 12/21/2022 1:51:53 PM

**Electronic Record and Signature Disclosure:**

Accepted: 12/21/2022 1:49:50 PM

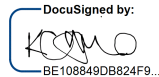
ID: d5a236a5-2816-4da7-940d-2cdbceed96b7

Nellie Vail

nellie@spreadly.com

CFO

Spreadly, Inc.

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
BE108849DB824F9...Signature Adoption: Drawn on Device  
Using IP Address: 136.56.111.2

Sent: 12/21/2022 1:51:56 PM

Viewed: 12/21/2022 2:54:17 PM

Signed: 12/21/2022 3:03:10 PM

**Electronic Record and Signature Disclosure:**

Accepted: 12/21/2022 2:54:17 PM

ID: f415cf8a-cd50-4d54-a208-26c6b18ed959

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Daniel Peters

Daniel.Peters@harman.com

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 12/21/2022 8:42:52 AM

Viewed: 12/21/2022 8:43:43 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/21/2022 8:42:52 AM
Certified Delivered	Security Checked	12/21/2022 2:54:17 PM
Signing Complete	Security Checked	12/21/2022 3:03:10 PM
Completed	Security Checked	12/21/2022 3:03:10 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Harman International Industries Incorporated (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Harman International Industries Incorporated:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [legalservices@harman.com](mailto:legalservices@harman.com)

#### **To advise Harman International Industries Incorporated of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [legalservices@harman.com](mailto:legalservices@harman.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Harman International Industries Incorporated**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [legalservices@harman.com](mailto:legalservices@harman.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Harman International Industries Incorporated**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [legalservices@harman.com](mailto:legalservices@harman.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Harman International Industries Incorporated as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Harman International Industries Incorporated during the course of your relationship with Harman International Industries Incorporated.