



ORDER FORM #Q-04079

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

To: Hunter Johnson
Customer Legal Name: Global Informatics LLC
Tax ID: 87-0843514
Billing Address: Road-01 Block #a Niketon Gulshan-1
Level-4 House #28, Gulshan Model Town, Dhaka,
1212, Bangladesh
Sales Rep: Alexandra Fleming

Order Form Issued: July 18, 2024
Offer Valid Until: August 15, 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 Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, “Agreement” means the signed enterprise services agreement currently in force between the Parties, or, in the absence of an agreement, 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, 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. **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 Access.** In exchange for the fees set out in Table 1 below, Customer will receive access and use of 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
Annual Platform Fee:	\$0.00	\$0.00
Discount – (\$90,000.00)		
API Usage Fees:		
\$0.02 per API call	No Commit	No Commit
Vault or retain Payment Method: \$0.00 per API call	No Charge	No Charge
Payment Method Distribution: \$0.00 per API call	No Charge	No Charge
Advanced Vault: \$0.16 per update Committed Updates: 1,300,000 API	\$104,000	\$104,000
Professional Support	Included	Included
Committed Annual Fees	\$104,000	\$104,000



One-Time Platform Discount. If this Order Form becomes effective on or before August 15, 2024, Spreedly will waive the Annual Platform Fee during the Initial Term.

3. API Usage Fees. Excluding API calls for which there is no charge, Spreedly will bill Customer an "API Usage Fee" of \$0.02 per API call to the Spreedly Platform at the rates set out in Table 1. Spreedly will not charge for API calls to vault or retain vaulted Payment Methods (whether through the Spreedly iFrame or direct API) and will not charge for API calls made via Payment Method Distribution to a Customer receiver. More specifically, Spreedly will not charge for API calls to [create], [retain], [store], [redact], [rechache], [update], and [deliver] (to a Customer receiver endpoint). Spreedly will charge Customer for API calls to [list], [show], [purchase], [authorize], [capture], [void], [refund], [credit], [verify], [deliver] (to any other non-Customer receiver endpoint), and any other API call not excluded above.

4. Advanced Vault. Customer has elected to enroll Payment Methods in Spreedly's Advanced Vault for Account Updater services, at a rate of \$0.16 per payment method update. Customer is pre-purchasing 1,300,000 Payment Method updates to be utilized during the Initial Term. If Customer exceeds its pre-purchased updates, Spreedly will charge Customer monthly in arrears an overage rate of \$0.18 for each additional Payment Method update.

Spreedly agrees to negotiate in good faith for new Advanced Vault service fees for Account Updater usage if Customer requests such negotiation at least 30 days prior to exceeding the pre-purchased updates.

5. 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 number of committed pre-purchased Account Updater Payment Method updates made in Contract Year immediately preceding the Renewal Term and (excluding API calls which are not charged) the rates for API Usage Fees will increase by 6% over the rates charged for the same API calls over the prior 12-months in each successive Renewal Term.

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.

Payments. Customer will pay the Committed Annual Fees for the first Contract Year in equal quarterly installments, with the first installment due and payable within 30 days of the Order Form Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment 30 days prior to the three, six, nine, twelve, eighteen and twenty-one-month anniversaries of the Order Form Effective Date (a "Quarterly Payment Date"), with such amounts due and payable prior to the applicable Quarterly Payment Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term 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. Charges for additional API Usages Fees and Advanced Vault Fee (if any) will be invoiced monthly in arrears. All Fees are due and payable within 30 days of the invoice date are subject to the terms prescribed in the Agreement

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.



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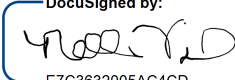
[Signatures on Next Page]



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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: 
E7C3632005AC4CD...

Name: Nellie Vail

Title: Nellie Vail - CFO

Date: 7/19/2024

Global Informatics LLC

By: 
39AD30692314423...

Name: Hunter Johnson

Title: Ceo

Date: 7/19/2024