

**Spreedly, Inc.***Unlock your global payment performance*

300 Morris Street
Durham, NC 27701
United States

Quote #: Q-11431**Date:** May 13, 2025**Expires On:** May 20, 2025**To:** Chad La Joie**Customer Legal Name:** Hagerty Management LLC**Tax ID:** 35-2380696**Billing Address:**

141 Rivers Edge Dr
Traverse City, MI 49684
United States

Service Start Date: July 1, 2025**Service End Date:** June 30, 2027**Initial Term:** 24 Months , AUTO RENEW**Payment Terms:** Net 30**Billing Email:** clajoie@hagerty.com**Invoice Schedule:** Annual**Legal Notice Email:** bdoyle@hagerty.com**Sales Rep:** Thomas Tuten

ttuten@spreedly.com

This Order Form is between the party identified above as "**Customer**" and Spreedly, Inc. and is subject to the attached Product Terms.

Committed Services

Year 1				
Product	Unit Price	Discount Applied	Quantity	Net Total
Platform Fee	\$87,640.80		1	\$87,640.80
Connect - Committed Annual Usage	\$0.0057	\$0.00	8,700,000	\$49,590.00
Professional Support	\$0.00	\$25,000.00	1	\$0.00
Vault - Committed Annual Usage	\$0.018	\$0.05	10,200,000	\$183,600.00
Committed Annual Fees				\$320,830.80

Year 2				
Product	Unit Price	Discount Applied	Quantity	Net Total
Platform Fee	\$91,146.00		1	\$91,146.00
Professional Support	\$0.00	\$25,000.00	1	\$0.00
Connect - Committed Annual Usage	\$0.0057	\$0.0093	10,100,000	\$57,570.00
Vault - Committed Annual Usage	\$0.018	\$0.052	12,000,000	\$216,000.00
Committed Annual Fees				\$364,716.00

Additional Products

Add-On			
Product	Unit Price	Percent of Total	Net Total
Connect - Committed Usage	\$0.00		\$0.00
Vault - Committed Usage	\$0.00		\$0.00
Connect Usage - Overage	\$0.05		\$0.00
Vault Usage - Overage	\$0.00		\$0.00



Annual Totals	Payment
Year 1	\$320,830.80
Year 2	\$364,716.00
Total Contract Value	\$685,546.80

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. Any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the Billing Address provided by Customer on this Order Form. Documentation for Platform Services is available at developer.spreadly.com.

CONSENT TO AUTO-RENEWAL

The Platform services will automatically renew at the end of the Initial Term unless Customer emails a notice of non-renewal to support@spreadly.com at least 30 days before the Service End Date. By signing this Order Form, Customer acknowledges and consents to the automatic renewal of the Platform services as set out above.

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.

Spreadly, Inc.

Hagerty Management LLC

Signed by:

By: Justin Benson

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Justin Benson

Name:

CEO

Title:

5/20/2025

Date:

By: Patrick McClymont (May 20, 2025 14:40 EDT)

Patrick McClymont

Name: Patrick McClymont

CFO

Title: CFO

05/20/2025

Date: 05/20/2025

[Product Terms on Next Page]



Product Terms

The Platform services under this Order Form are governed by the enterprise service agreement currently in force between the parties, or, in the absence of a separate agreement, (as used herein, the **"Terms of Service"**). Service descriptions and Platform Documentation are available at developer.spreedly.com/docs/overview and are hereby incorporated by reference.

If there is any conflict between this Order Form and the Terms of Service, the Terms of Service will control. 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.** After the Initial Term this Order Form will automatically renew for successive 12-month periods (each, a **"Renewal Term"** and, together with the Initial Term, the **"Term"**) unless Customer emails a notice of non-renewal to support@spreedly.com at least 30 days prior to the expiration of the then-current Initial or Renewal Term. Spreedly may terminate this Order Form by emailing notice of non-renewal to Customer to the Legal Notice Email at least 60 days prior to the start of a Renewal Term.

2. **Platform Access.** The **"Platform Access Fee"** grants Customer access to the Platform services as described in the Order Form and Documentation, including: (i) Level 1 PCI-compliant card storage and tokenization; (ii) existing connections to supported gateway integrations; (iii) supported Payment Methods; and (iv) all available Payment Method Distribution receiver endpoints. Certain Platform features are only available for additional Fees.

3. **API Usage.** Customer incurs an **"API Usage Fee"** for each API call to the Spreedly Platform. If Customer exceeds the number of committed API calls for the period specified in the Order Form, Spreedly will charge the applicable pay-as-you-go rate billed monthly in arrears. The Platform does not differentiate between "test" and production API call for billing purposes.

4. **Advanced Vault.** The Advanced Vault service is charged at the greater of: (i) the rate corresponding to the number of enrolled payment methods in each month of service, or (ii) the minimum committed monthly fee in the Order Form. Advanced Vault Fees exclude card network and third-party charges (e.g., for updates or tokenization), which are passed through to Customer and may change anytime. Customer remains liable for all third-party charges. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party charges. 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.

5. **Renewal Fees.** Except as otherwise agreed by the Parties in writing, if this Order Form automatically renews, the Annual Platform Fee and the API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

6. **Support Services.** Upon payment of the applicable Fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms at spreedly.com/support-services-terms at the support level specified in this Order Form.

7. **Discounts.** Price discounts apply only if this Order Form is signed by Customer before the Order Form Expiration Date. Unless otherwise agreed by Spreedly in writing, discounts appear as invoice credits and are non-reimbursable or payable to Customer.

8. **Payments.** Customer will pay the Platform Fees in equal installments at the invoice schedule in this Order Form. Pay-as-you-go services are invoiced monthly in arrears at the rates stated in this Order Form. All Fees are due and payable within Net 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:

ACH payment or wire transfer:

Receiver: Webster Bank
ABA/Routing #: 211170101
SWIFT Code: WENAUS31
Beneficiary: 0024760830

Check delivered to:

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

If any payment is late, then in addition to other legal remedies Spreedly may charge interest on overdue amounts at 1.5% per month (compounded daily) or the maximum legal rate.

Special Terms

1. **Additional API Calls.** Customer may elect to pre-purchase additional API calls in blocks of either 1,000,000 or 10% of the committed API calls in the current Contract Year, whichever is lower at a rate of \$0.007125. All pre-purchased API calls expire at the end of the Contract Year which they were purchased.