

Release Order

RELEASE ORDER date: **01 July 2023** (the “Effective Date”);

BP reference number: CW192660

Parties:

- (1) **BP International Ltd**, a company incorporated in United Kingdom, having its registered business address at Chertsey Road, Sunbury-on-Thames MDX, TW16 7BP, United Kingdom and; (the Customer)
- (2) **SPREEDLY, INC.**, a company incorporated in the State of Delaware having its principal office at 300 Morris Street, Suite 400, Durham, North Carolina, USA 27701 (**the Global Supplier**)

This Release Order is executed under an agreement (BP reference number CW192660) between BP International the Global Customer and Wincor Nixdorf International the Global Supplier, effective on 1st June 2023 (the “**Master Agreement**”).

- 1 This Release Order shall be constructed and interpreted in accordance with clauses 1 and 2 of the Global Agreement.
- 2 This Release Order incorporates the following Attachments:
 - Attachment 1 to the Release Order (Service Description)
 - Attachment 2 to the Release Order (Pricing and Financial Provisions)
 - Attachment 3 to the Release Order (Special Conditions)
- 3 This Release Order shall take effect on the Effective Date and, subject to early termination in accordance with its terms shall expire **31 Jul 2024**. The Customer may extend the Term of the Release Order by ninety (90) days. The Services shall commence on the Service Commencement Date specified in Attachment 1 (Service Description).
- 4 Each Party shall have the additional or varied rights and obligations given to it in Attachment 3 (Special Conditions).
- 5 A notice under or in connection with this Release Order shall be in writing and in English. A notice shall be deemed given when delivered in person or five (5) days after proper mailing to the address set out below:

Customer	Supplier
BP International Ltd	SPREEDLY, INC
Address: Chertsey Road, Sunbury-on-Thames MDX, TW16 7BP, United Kingdom	Address: 300 Morris Street, Suite 400, Durham, North Carolina, USA 27701

Customer BP International Ltd	Supplier SPREEDLY, INC
For the attention of: Andrew Jackson	For the attention of: Nellie Vail

- 6** This Release Order, the General Terms, its Attachments and any other documents referred to in the Release Order constitute the entire agreement between the Parties with respect to the subject matter of the Release Order and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between the Parties with respect to that subject matter, provided that neither Party is attempting to exclude any liability for fraudulent misrepresentations. No conflicting or additional terms or conditions endorsed on, delivered with or contained in any Supplier quotation, acknowledgement of order, delivery note, invoice or other Supplier document shall form part of the Release Order and all such conflicting or additional terms are hereby rejected by the Customer. The Release Order may be entered into in any number of counterparts.

EXECUTED by the Customer and the Supplier

SIGNED by

DocuSigned by:
Andrew Jackson
F7E82C13719043A...

}

for and on behalf of BP International Ltd

SIGNED by

DocuSigned by:
Justin Benson
9624ED07D136401...

}

for and on behalf of SPREEDLY, INC

Attachment 1 to the Release Order (Service Description)

1 Services overview

Spreadly, provides software as a service to electronically validate, tokenize and vault credit cards (and other payment types) and then process charges against those payment methods against one or more of the payment gateways and/or third-party payment method receivers that Spreadly supports, and, where applicable, automatically update expired or lost credit cards.

Spreadly API. Spreadly's API-based Payments Orchestration platform (Spreadly's API) enables the Customer and its authorized affiliates, to tokenize End User payment instruments via Spreadly's iFrame payment form (or utilizing Spreadly's iOS and/or Android SDKs) in a centralized, PCI-DSS Level 1 certified token vault, and then use those tokens to process transactions with Customer's payment and fraud service provider(s) of choice.

Spreadly's API provides one integration to 120+ gateways, payment processors, fraud service providers and alternate payment methods (APMs) globally. Through this single API connection, Customer can optimize and route transactions through gateways, processors and acquirers as needed based on a variety of factors and use cases.

Additionally, Spreadly's API provides the ability for Customer to use its third-party vaulting services, enabling Customer to send and receive Cardholder Data from third party vaults (e.g., another payment gateway or tokenization service).

Supplier will (i) monitor whether the Services are available in accordance with reasonable and customary Industry Best Practices and (ii) provide notification to Supplier of known material problems with the Services that are likely to impair the normal functioning of the Services.

2 Service components

The Spreadly implementation can be completed in as little as a few weeks, but on average takes a few

months depending on the complexity of implementation and follows the general process outlined below:

• Project Kickoff

- Define project
- Create a project Charter with goals, scope, and KPIs
- Provide an introduction to implementation process
- Provide a suggested Implementation Plan for your best time to value

• Technical Training

- Share best practices for implementation
- Provide tools to aid in implementation

- Deep dive into payments flows
- Provide a Technical Solution Guide documenting your Spreadly use
- **Technical Implementation**
 - Provide SME support for your teams
 - Weekly check in calls
 - Provide additional product/technical training as needed
- **Architecture Review & Testing**
 - Support with any testing initiatives you have
 - Review your implementation and provide feedback
- **Migration (depending on your go-to-market approach)**
 - Implementation Consultant can help determine if this is needed
 - Work together to establish migration plan
 - Coordinate with our Support team to ensure smooth import of existing payment methods
- **Go Live**
 - Our teams will be on alert to monitor your launch
 - Provide a retrospective on your Spreadly Implementation and revisit your KPIs
 - Enterprise Customer Success will provide continued support.

An approximate timeline will be as follows:

1. Assignment by Supplier of an Enterprise Account Manager and Implementation Consultant.
2. Host Implementation Kickoff Call & Implementation Project Charting Exercise
3. Deliver Technical Solution Guide
4. Provision production-level account access to the Service
5. Assist Customer team Account setup, environment configuration, defining card capture mechanism, gateway and receiver setup
6. Integration meetings with Customer as needed up to weekly
7. Conduct integration Architecture Review upon client request
8. Provide testing support prior to first production transaction go-live
9. Payment Method Migration Coordination Services as needed per Customer requirements

10. Launch Support coordination and first production transaction go-live monitoring

COMMERCIAL PROPOSAL FOR THE 24-MONTH RENEWAL TERM

Side-by-side comparison between BP's existing committed plan and the updated commercial plan.	Current plan expiring July 31, 2023	New plan beginning August 1, 2023
<u>Committed</u> API Usage	80,000,000	240,000,000
Total Cost per Unit (API)	\$0.00575	\$0.00323
Annual Platform Fee (every 12 months)	\$150,000	\$160,000
API Usage Fee (including overages)	0.00200	0.00190
Total Usage Cost	\$160,000	\$456,000
Total 2-year subscription	\$460,000	\$776,000
Annual Cost	\$230,000	\$388,000
Payment terms	Monthly	Quarterly

Proposed payment terms: Spreadly intends to bill BP in 8 quarterly installments for the new commercial plan. Suppose BP exceeds the initial API volume commitment of 240 million API calls at any time during the renewal term. In that case, Spreadly will bill BP monthly in arrears for all API overages at the contract rate of \$0.00190 per API call.

TREATMENT OF OVERAGES FROM JANUARY - MARCH 2023

The calculation of "super"-overages from January to March 2023 results in a value of \$141,296 that will be credited against BP's outstanding invoice, and recouped by Spreadly over the renewal term in equal quarterly installments, paid as a platform premium. The explanation of the credit follows.

BP API Usage from January to June 2023.

Month	Total Usage	
Jan 23	67,583,921	
Feb 23	86,304,747	
Mar 23	20,135,998	
Apr 23	10,425,917	Average: 10,909,636
May 23	10,741,082	
June 23	11,561,908	

After usage was "stabilized" in March, BP reached an average monthly usage of 10,909,636 API calls per month. The total amount of "super"-overages is calculated by subtracting the average monthly usage in the stable green zone of the table above from the total usage from each month.

Month	Total Usage	Minus average stable usage	Super-overages	Total super-overages
Jan 23	67,583,921	- 10,909,636	56,674,285	141,295,759
Feb 23	86,304,747	- 10,909,636	75,395,111	
Mar 23	20,135,998	- 10,909,636	9,226,362	

Total billable super-overflow usage: 141,295,759 API calls

API Overages Rate: \$0.0020 per API call

Total billable overages:\$282,592

Summary of offer: Spreadly will credit BP with 50% (\$141,296) of the super-overages against outstanding invoices and recoup the credit as a platform fee premium over the next eight quarterly payments.

Specific Deliverables

Supplier will produce the following deliverables of material value to Customer:

1. Implementation Project Charter
 2. Implementation Project Plan
 3. collaboration through first production transaction go
 4. Technical Solution Guide
 5. Shared Slack workspace for project
 6. Production level account
 7. Integration Architecture Review
 8. First Production go live launch team comprised of Speedly Account Management, Implementation, and Support Engineering to coordinate and monitor initial Customer first production transaction
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- 3 Service management : NA**
 - 4 Service Commencement Date**

01 Jul 2023
 - 5 Acceptance process and acceptance criteria :** All the deliverables shall be reviewed and Approved by project manager/order owner
 - 6 Service Levels and Service Level Credits : NA**
 - 7 Reports: NA**
 - 8 Documentation: NA**
 - 9 Customer sites**

United Kingdom

Schedule 3
Pricing and Financial Provisions

1 Charges for the Services

The Initial Term of this Release Order is 24 months, after which this Release Order 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”.

In accordance with Schedule 3: Pricing and Financial Provisions of the Global Agreement, for each Contract Year, Customer will pay Spreadly an “Annual Platform Fee” which entitles Customer to the services set out in the table below.

Table of Service Charges		
Explanation of Charges:	Months 1-24 of Initial Term	
Billing Period:	Year 1	Year 2
Annual Platform Fee:	\$160,000	\$160,000
Included API Calls:	240,000,000	
Cost per API Call (discounted from \$0.0025 per call):	\$0.00190	\$0.00190
API Usage Fee:	\$228,000	\$228,000
Total Annual Fees:	\$388,000	\$388,000
Included Support & Services Tier:	Professional	Professional

In addition to the Annual Platform Fee, Customer is pre-purchasing 240,000,000 API calls to the Spreadly Platform at a cost of \$0.00190 per call (“API Usage Fee”) to be utilized during the Initial Term. The total committed API Usage Fees during the Initial Term are \$456,000.

Spreadly will invoice Customer monthly in arrears at the rate of \$0.00190 for any additional API call more than the initial purchase volume of 240,000,000. All pre-purchased API calls expire at the end of the Initial Term in which they were purchased.

Payment of charges

All payments shall be made in accordance with Schedule 3, Clause 2 of the Global Agreement.

1. Customer will pay the Total Annual Fees in equal quarterly instalments, with the first instalment due and payable within 30 days of the Order Form Effective Date. Spreadly will invoice Customer for each subsequent quarterly payment 30 days prior to the three, six, and nine, 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 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 Agreement.

2. In addition to the other payments made under this Release Order #5, Customer will pay a Premium of \$17,662 per quarter of the Initial Term, in accordance with the table set forth in Section 4.3, below.
3. Table of Billing instalment schedule

a) Billing Instalment	b) Total Amount Billed per Invoice equal to the sum of columns c) and d)	c) Quarterly Instalment of Annual Fees	d) Quarterly Instalment Premium
1	\$114,662	\$97,000	\$17,662
2	\$114,662	\$97,000	\$17,662
3	\$114,662	\$97,000	\$17,662
4	\$114,662	\$97,000	\$17,662
5	\$114,662	\$97,000	\$17,662
6	\$114,662	\$97,000	\$17,662
7	\$114,662	\$97,000	\$17,662
8	\$114,662	\$97,000	\$17,662

2 Reimbursable expenses :

Not Applicable

3 Invoices

- Payment terms: 30 days due without deduction after receipt of the invoice.
- Invoices will be processed through the Ariba System.

Attachment 3 to the Release Order (Special Conditions)

The Parties have agreed to the following Special Conditions, which are permitted modifications and/or supplements to the terms of the Release Order:

1. Modifications required in order for the Release Order to comply with applicable law in England and Wales but only to the extent required for compliance:

Not Applicable

2. Modifications required in order for the Release Order to comply with the Customer's corporate governance policies and procedures but only to the extent required for compliance.

Not Applicable

3. Modifications that have been specifically designated in the Schedules to the Global Agreement as matters that are to be agreed by the Supplier and the Customer in the Release Order.

Not Applicable

4. Modifications required to reflect the nature of the particular services that are the subject of the Release Order.

Not Applicable