

ORDER FORM #Q-09594**Spreedly, Inc.**

300 Morris Street
Suite 400
Durham, NC 27701

To: Omar Sayed**Customer Legal Name:** Sperse Pay LLC**Tax ID:** 88-3629484**Billing Address:** 2705 S Alma School Rd, Ste 2,
Chandler, AZ 85286, USA**Sales Rep:** Drew Assinessi**Order Form Issued:** December 27, 2024**Offer Valid Until:** December 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;
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	\$7,875.00	\$7,875.00
API Usage Fee:	\$25,000.00	\$25,000.00
Included API Calls – 2,500,000		
Cost per API Call – \$0.02		
Advanced Vault – (see section 5)	\$10,286.50	\$10,286.50
Business Support	Included	Included
Committed Annual Fees	\$43,161.50	\$43,161.5091,373.62

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 2,500,000 API calls to the Spreedly Platform at a cost of \$0.02 per call ("API Usage Fee") to be utilized during the Initial Term. Customer will be invoiced for 1,250,000 API calls in the first Contract Year and 1,250,000 API calls in the second Contract Year. If Customer exceeds 2,500,000 API calls during the Initial Term, 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 Initial Term, 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 usage (if any). The Annual Platform Fee, API Usage Fees, and Advanced Vault Fees will be renewed at their then-current list pricing at time of renewal.

5. **Advanced Vault.** Spreedly's Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 2 below or (ii) the minimum committed fee of \$857.21 per month. Spreedly will only invoice third-party pass-through costs related to the Advanced Vault service up until Customer exceeds 7,083 enrolled payment methods, after which Spreedly will charge for each additional payment method greater than 7,083 at the rate of \$0.22 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 Monthly Fee
0 – 7,083	\$0.025	\$857.21
7,084 +	\$0.22	

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 in equal monthly installments of \$3,596.79 and additional charges for Advanced Vault and API Usage Fees (if any) will be added to such monthly payments. All payments are due and payable within 30 days of Spreedly's invoice date and are subject to the payment 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.

[Signatures on Next Page]

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.**Sperse Pay LLC**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: