

ORDER FORM #Q-09543

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

To: Jonathan Kazarian
Customer Legal Name: Accelevents, Inc.
Tax ID: 47-2847565
Billing Address: One Boston Place, Suite 2600,
Boston, Massachusetts 02108, United States
Sales Rep: Drew Assinensi

Order Form Issued: December 6, 2024

Offer Valid Until: December 10, 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 12 months, after which this Order Form will terminate unless the parties agree in writing to renew for an additional 12-month period (a "Renewal Term" and, together with the Initial Term, the "Term").

2. **Platform Fees.** Each month, 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	
Annual Platform Fee:	\$7,200.00
API Usage Fee: \$0.07	
Business Support	Included
Committed Annual Fees	\$7,200.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Spreedly will bill Customer an "API Usage Fee" monthly in arrears at a rate of \$0.07 per API call to the Spreedly Platform.

4. **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.

5. **Payments.** Customer will pay the Committed Annual Fees in equal monthly instalments of \$600.00 and Spreedly will invoice Customer monthly for such payments together with the applicable API Usage Fees (if any). All payments are due within 30 days of Spreedly's invoice date and are subject to the terms prescribed in the Terms of Service.

Customer will pay all amounts due by credit card on file with Spreedly. Customer authorizes Spreedly to charge the monthly payments for Committed Annual Fees for the first month and periodically charge the credit card on file for Spreedly service fees as stated in this Order Form. Customer will be subject to any additional terms presented by the third-party credit card payment processor and Customer is responsible for keeping such credit card information up to date.

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.

By:

Name:

Title:

Date:

Accelevents, Inc.

By:

Name:

Title:

Date: