ORDER FORM #Q-09910

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

To: Susan Petrillo
Customer Legal Name: InteleTravel
Tax ID: 11-3075132
Billing Address: 1615 S Congress Ave, Delray
Beach, FL 33445, United States
Sales Rep: Marc Bruyere

Order Form Issued: May 2, 2025

Offer Valid Until: May 16, 2025

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. effective as of the last day it is signed ("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 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. <u>Term</u>. The Initial Term of this Order Form is 24-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"). To ensure that Customer will not experience an interruption in access to the Platform, if Customer continues to use the service after non-renewal of this Order Form, Customer's account will revert to a month-to-month subscription plan at the then-current list pricing governed by the Terms of Service.

2. <u>Platform Fees</u>. 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 gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	**Year 2**
Annual Platform Fee:	$18,000.00	$19,080.00
API Usage Fee:	$84,500.00	$91,000.00
Included API Calls – 13,500,000		
Cost per API Call – $0.013		
3D Secure:	$13,500.00	$16,200.00
Included authentication calls – 400,000		
Cost per additional authentication call - $0.15		
Advanced Vault	$39,000.00	$39,000.00
Business Support	Included	Included
Committed Annual Fees	**$155,000.00**	**$165,280.00**

3. <u>API Usage Fees</u>. In addition to the Annual Platform Fee, Customer is pre-purchasing 13,500,000 API calls to the Spreedly Platform at a cost of $0.01300 per call ("API Usage Fee") to be utilized during the Initial Term. Customer will be invoiced for 6,500,000 API calls in the first Contract Year and 7,000,000 API calls in the second Contract Year. If Customer exceeds 6,500,000 API calls in the first Contract Year and 7,000,000 in the second Contract Year, 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 10 of the Contract Year, Spreedly will charge 2 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.

- If the overage first occurs in months 11 or 12 of the Contract Year, Spreedly will charge 1.5 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.

4. <u>3D Secure</u>. Customer will receive 400,000 3DS authentication requests through the Platform as part of the annual fee of $18,000.00 for 3DS enablement. Additional 3DS authentication requests will be charged monthly in arrears at a rate of $0.15 per Transaction.

Spreedly enables 3DS authentication through the Platform as outlined in the documentation at https://developer.spreedly.com/docs/3ds-solutions. Customer is solely responsible for complying with all applicable payment regulations, card network rules, and merchant obligations related to 3DS. Any chargebacks, authentication errors, or transaction failures must be resolved directly with the relevant financial institutions or service providers. Spreedly is not liable for unauthorized transactions, chargebacks, or fraudulent activities occurring despite the use of 3DS.

<u>One-Time 3D Secure Discount</u>. If this Order Form becomes effective on or before May 16, 2025, Spreedly will apply a one-time discount of $4,500.00 applied to the first Contract Year and $1,800.00 applied to the second Contract Year.

5. <u>Renewal Fees</u>. 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 and the API Usage Fee will be renewed at the then-current list pricing at time of renewal.

6. <u>Advanced Vault</u>. 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 $3,250.00 per month. 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	
Monthly Fee Per Payment Method	**Minimum Monthly Fee**
$0.013	$3,250.00

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.

7. <u>Support Services</u>. 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.

8. <u>Payments</u>. Customer will pay the Committed Annual Fees in equal quarterly installments. Spreedly will invoice Customer for each subsequent quarterly payment 30 days prior to the three, six, nine, twelve, fifteen, and eighteen 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.

Customer will pay the applicable fees for 3D Secure, Advanced Vault, and additional API Usages Fees (if any), on a quarterly basis. 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.

[Signatures on Next Page]

spreedly

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: _[signature]_
DocuSigned by:
BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 5/8/2025

InteleTravel

By: _[signature]_
DocuSigned by: Susan Petrillo
D8CCE8A62BA2420...

Name: Susan Petrillo

Title: CIO

Date: 5/8/2025