ORDER FORM #Q-03587

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

To: Justin Zeigler
Customer Legal Name: Datacap Systems, Inc.
Tax ID: 23-2260182
Billing Address: 100 New Britain Blvd, Chalfont,
Pennsylvania 18914, United States
Sales Rep: George Waugh

Order Form Issued: March 25, 2024

Offer Valid Until: March 29, 2024

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 and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, "Agreement" means the Enterprise Services Agreement dated July 22, 2022 currently in force between the Parties.

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>. This Order Form supersedes and replaces Order Form #1 dated July 22, 2022. 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. <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 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	**Year 2**
Annual Platform Fee:	$25,000	$25,000
API Usage Fee:		
Included API Calls – 1,100,000		
Cost per API Call – $0.015 (discounted)	$8,250	$8,250
Advanced Vault – (see section 5 for details)	$66,000	$66,000
Professional Support	Included	Included
Committed Annual Fees	**$99,250**	**$99,250**

3. <u>API Usage Fees</u>. In addition to the Annual Platform Fee, Spreedly will bill Customer an "API Usage Fee" monthly in arrears at a rate of per API call to the Spreedly Platform.

4. <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 API usage and the Annual Platform Fee will increase by 6% and API Usage Fee will increase by 0% over the prior 12-months in each successive Renewal Term.

5. <u>Advanced Vaulting</u>. Spreedly's Advanced Vaulting 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 $5,500.00 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 Method	Discount through March 31, 2026	Minimum Monthly Fee
$0.025	$0.005	$5,500

If this Order Form becomes effective on or before March 29, 2024, Spreedly agrees to apply an 80% discount to the payment method enrollment rate through March 31, 2026. Unless otherwise agreed by the Parties in writing, the Advanced Vaulting Fees during any Renewal Term will be charged without a discount at the standard rates set forth in Table 2.

By using Advanced Vaulting, 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. <u>Support Services</u>. Customer has selected Professional 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. <u>Payments</u>. Customer will pay the Committed Annual Fees for the first Contract Year in full within 30 days of the Order Form Effective Date. Each subsequent annual payment of the Committed Annual Fees will be invoiced at least 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.

Customer will pay the applicable fees for Advanced Vaulting, will be invoiced monthly. All Fees are due and payable within 30 days of the invoice date are subject to the terms prescribed in the Agreement.

All payments 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]

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.   **Datacap Systems, Inc.**

By: By:

Name: Name:

Title: Title:

Date: Date: