

ORDER FORM #Q-09849

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

To: Renaud Drousies
Customer Legal Name: DNX Network SARL
Tax ID: Company number B142876
VAT number LU23052515 **TIN** 20082445804
Billing Address: 42 rue de Hollerich
, Luxembourg, District de Luxembourg, Luxembourg
Sales Rep: IT Integrations

Order Form Issued: March 21, 2025

Offer Valid Until: April 20, 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. **Term.** 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. **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 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	\$18,000.00
API Usage Fee:	\$10,000.00	\$12,000.00
Included API Calls – 2,200,000		
Cost per API Call – \$0.01		
Business Support	Included	Included
Committed Annual Fees	\$28,000.00	\$30,000.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 2,200,000 API calls to the Spreedly Platform at a cost of \$0.01 per call (“API Usage Fee”) to be utilized during the Initial Term. Customer will be invoiced for 1,000,000 API calls in the first Contract Year and 1,200,000 calls in the second Contract Year. If Customer exceeds 1,000,000 API calls in the first Contract Year or if Customer exceeds 1,200,000 API calls in the second Contract Year, Spreedly will charge Customer additional API calls 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. Renewal Fees. Except as otherwise agreed by the Parties in writing, if this Order Form will renew as described in Section 1 it will renew at the same committed usage. The Annual Platform Fee and the API Usage Fee will be renewed at the then-current list pricing at time of renewal.

5. 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.

6. Payments. Customer will pay the Committed Annual Fees in equal quarterly installments, with the first installment due and payable within Payment Term 30 days of the Order Form Effective Date. 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. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced at least Payment Term 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 additional API Usages Fees (if any) on a monthly basis. All payments are subject to the 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.

By:

Name:

Title:

Date:

DNX Network SARL

By:

Name:  VINCENZO CAROLLA

Title: DIRECTOR

Date: 27/03/2025