

ORDER FORM #Q-09818

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

To: Jason Swenski
Customer Legal Name: Funraise, Inc.
Tax ID: 47-4982387
Billing Address: 100 W Broadway Ave, Long Beach,
CA 90802, United States
Sales Rep: Danish Siddiqui

Order Form Issued: March 14, 2025

Offer Valid Until: April 9, 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 12 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 gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$18,000.00
API Usage Fee:	\$50,000.00
Included API Calls – 5,000,000	
Cost per API Call – \$0.01	
Business Support	Included
Committed Annual Fees	\$68,000.00

One-Time Platform Discount. If this Order Form becomes effective on or before March 31, 2025, Spreedly will apply a one-time discount of \$500.00 to the Annual Platform Fee on the first invoice.

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 5,000,000 API calls to the Spreedly Platform at a cost of \$0.01 per call ("API Usage Fee") to be utilized during the Initial Term. If Customer exceeds 5,000,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears an overage rate of 1.5 times the rate the Customer first exceeds the pre-purchased API calls.

Alternatively, Customer may elect to pre-purchase additional API calls in blocks of 500,000 at a rate of \$0.01 per call to be utilized during the Initial Term. All pre-purchased API calls expire at the end of Contract Year which they were purchased.

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 and the API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

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 monthly payments. Additional API calls (if any) will be invoiced monthly in arrears. 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:

Funraise, Inc.

By:

Name:

Title:

Date: