

**ORDER FORM #Q-09806****Spreedly, Inc.**

300 Morris Street
Suite 400
Durham, NC 27701

To: Sam Wood

Customer Legal Name: Pushpay IP Limited

Tax ID: 111-946-450

Billing Address: Level 19 Vero Centre, 48 Shortland Street,
Auckland, New Zealand

Sales Rep: Jose Loo

Order Form Issued: March 10, 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 Service Agreement dated February 29, 2016, as amended, 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. **Term.** This Order Form supersedes and replaces Order Form #Q-03511 dated March 29, 2024. 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". The services and Initial Term will begin March 29, 2025.

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:	\$215,000.00	\$215,000.00
API Usage Fee:	\$237,500.00	\$237,500.00
Included API Calls – 100,000,000		
Cost per API Call – \$0.00475		
Test Account	\$10,200.00	\$10,200.00
Professional Support	Included	Included
Committed Annual Fees	\$462,700.00	\$462,700.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 100,000,000 API calls to the Spreedly Platform at a cost of \$0.00475 per call ("API Usage Fee") to be utilized during the Initial Term. Customer will be invoiced for 50,000,000 API calls in the first Contract Year and 50,000,000 calls in the second Contract Year. If Customer exceeds 50,000,000 API calls in any 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. Test Account. Customer will be provided a separate test account solely for the purpose of test transactions to Spreedly for a flat fee of \$10,200.00 per Contract Year.
5. 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 be renewed at the then-current list pricing at time of renewal.
6. Support Services. 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. Payments. 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 additional API Usages Fees (if any) on a monthly basis. 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]



CONFIDENTIAL

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: Nellie Vail

Title: CFO

Date:

Pushpay IP Limited

By:

Signed by:

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Name: Burt Chao

Title: Chief Financial Officer

Date: 3/20/2025