**ORDER FORM #2**

**Advanced Vault**

| **Spreedly, Inc.**  300 Morris Street  Suite 400  Durham, NC 27701 |  |  |
| --- | --- | --- |
| **To:**  **Customer Legal Name:** Hagerty Management, LLC  **Billing Address:** 141 Rivers Edge Drive, #200  Traverse City, MI 49684  **Sales Rep:** John Reed |  |  |

This Order Form is entered into between the entity identified above as “Customer” and Spreedly, Inc. (each a “Party” and collectively, the “Parties”) as of the last day it is signed (the “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 Services Agreement (a “SA”) currently in force between the Parties dated September 30, 2020.

In the event of any conflict between the terms of the Agreement and this Order Form, this 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 applicable documentation.

**1) Order Form Term.** The Initial Term of this Order Form is [TERM] 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 sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a “Contract Year”.

**2) Advanced Vault.** 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 $6,000 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** | | |
| --- | --- | --- |
| **Tier** | **# of Payment Methods** | **Monthly Fee Per Method** |
| 1 | 0 – 149,999 | $0.025 |
| 2 | 150,000 – 1,499,99 | $0.020 |
| 3 | 1,500,000 + | $0.015 |

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.

Customer will be invoiced monthly at the rate for the number of payment methods enrolled in the prior month as described in Section 2 or the minimum committed fee of $6,000.

Customer will pay the Advanced Vault fees for the first month in full within fifteen (15) days of the Order Form Effective Date. Each subsequent monthly payment will be due and payable within thirty (30) days of the invoice date. All payments are subject to the terms prescribed in the Agreement.

Customer may elect to pay all amounts due under this Agreement either by:

1. 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

1. 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 to Spreedly in the Agreement, 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.

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.** |  | **Hagerty Management, LLC** |
| --- | --- | --- |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |