**ORDER FORM #1**

| **Spreedly, Inc.**  300 Morris Street  Suite 40  Durham, NC 27701 |  |  |
| --- | --- | --- |
| **To:**  **Customer Legal Name:** Infinicept.com  **Tax ID:**  **Billing Address:**  **Sales Rep:** Helen Kruskamp |  |  |

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 enterprise services agreement (an “ESA”) currently in force between the Parties, or, in the absence of an ESA, 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, 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 Documentation.

**1) Order Form Term.** The Initial Term of this Order Form ends on January 31, 2024, 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. The Initial Term of this Order Form and each following 12 months of service is a “Contract Year”.

**2) Platform and API Usage Fees.** In consideration for the services set forth in the table below, Spreedly will be entitled to collect an “Minimum Platform Fee” for each Contract Year. Except for API Calls made through CyberSource or another approved Partner Gateway as provided in Section 3) below, Spreedly will bill Customer a “API Usage Fee” monthly in arrears at a rate of $0.02 per API Call to the Spreedly Platform.

| **Customer Services** | |
| --- | --- |
|  | **Year 1** |
| **Minimum Annual Platform Fee** | **$50,000** |
| **- Unlimited PCI Compliant Card Storage**  **- Unlimited API Calls to CyberSource**  **- Professional-Level Support** | **Included** |

**3) API Calls to CyberSource.** Infinicept will not be charged an API Usage Fee for Transactions made through CyberSource for a long as: (i) Cybersource remains a Spreedly “Partner Gateway” and (ii) the ratio of the number of API Calls to the number of Transactions made to the Spreedly Platform remains less than 5:1.

If CyberSource ceases to be a Partner Gateway or the ratio of the number of API Calls to the number of Transactions exceeds 5:1, Spreedly reserves the right to charge an API Usage Fee at its then current rates or other such rate as the Parties may agree in writing. The terms of this section apply only to Cybersource. The Parties may add pricing for other Partner Gateways in a validly executed change order.

As used in this Order Form, the following definitions will apply:

“API Call” means any service request sent to the Spreedly Platform via its published application programming interface as described in the applicable Documentation (currently located at https://docs.spreedly.com/).

“Partner Gateway” means a payment gateway through which Spreedly receives a share of the revenue generated by the gateway for a Transaction processed through that gateway.

“Transaction” means an API Call initiated by Customer via the Spreedly Platform whereby a payment method is charged via a Partner Gateway in a way that generates a revenue share for Spreedly.

**4) Minimum Annual Platform Fee**. ​​If the revenue collected by Spreedly from CyberSource or other approved Partner Gateway during the applicable Contract Year exceeds $50,000 (the “Minimum Annual Platform Fee”), Infinicept will not be charged a Platform Fee by Spreedly. If at the end of a Contract Year (or in the event either party provides notice of non-renewal or otherwise terminates this Order Form, the termination date) the revenue from the Partner Gateway is less that the Minimum Annual Platform Fee, Customer agrees to pay the difference between the revenue collected from the Partner Gateway under Section 3 and the Minimum Annual Platform Fee.

**5) Advanced Vaulting.** Customer may enroll payment cards in Spreedly’s managed vaulting service for card updates and network tokenization (“Advanced Vaulting”) at the rate of $0.01 per month per enrolled payment card billed monthly in arrears at the highest number of payment cards enrolled in the prior month. Costs are exclusive of fees imposed by the card networks and/or third-party service providers which will be billed to Customer in arrears and are subject to change at any time.

**6) Advanced Dashboard:** Customer may enable Advanced Dashboard features for the additional fee of $850 per month paid in advance which include custom reporting and dashboards, setting rules-based alerts, and scheduled reporting for up to three (3) users. Additional users may be added for $100 per month per additional user. Advanced Dashboard pricing is subject to change at any time on sixty (60) days prior notice from Spreedly.

**7) Renewal Terms Fees.** Except as otherwise agreed by the Parties in writing, the Minimum Annual Platform Fee and the API Usage Fee will increase by 6% over the prior Contract Year in each successive Renewal Term.

**8) Support Services.** Spreedly will provide the technical Support Services to Customer (including Affiliates and merchant customers who are directly enrolled with the Spreedly) 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 excluding Service Credits based on Availability.

**9) Payment Procedure.** Not less than monthly, Customer will provide Spreedly with a complete list of its customers utilizing the Platform and a statement containing at minimum the revenue earned by each merchant by gateway volume. Not less than quarterly, Spreedly will provide Customer with an estimate of revenue earned from Partner Gateways.

At the end of each Contract Year, Spreedly will calculate Customer’s applicable usage and revenue share collected from Partners Gateways under Section 3 of this Order Form and will issue an invoice to Customer for applicable API Usage Fees (if any) and for the difference between revenue collected from Partner Gateways under Section 3 and the Minimum Annual Platform Fee (if any). The parties agree to cooperate in reasonably good faith to exchange information and records involving the calculation of any Fees due under this Order Form. All payments are subject to the terms prescribed in Section 7 of the Agreement.

Customer may elect to pay any 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 Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

| **Spreedly, Inc.** |  | [CUSTOMER ENTITY] |
| --- | --- | --- |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |