

**ORDER FORM #1**

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

**Offer Valid Until:** 31 May 2022

**Order Form Effective Date:** 1 July 2022

**To:** Olo Accounts Payable  
**Customer Legal Name:** Olo, Inc  
**Tax ID:** 20-2971562  
**Billing Address:**  
One World Trade Center  
285 Fulton Street, 82<sup>nd</sup> Floor  
New York, NY 10007

**Sales Rep:** Lauren Wilson

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 1 July 2022, 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 shall 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 is 12 months. Thereafter, upon mutual written consent this Agreement will renew for successive one-year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term"). Without mutual written consent to a Renewal Term, this Order Form will expire subject to Section 9 (Term and Termination) of this Agreement.

In order to minimize disruption of Customer's business, if Customer continues to use the Platform after the expiration of this Order Form, Customer's account will revert to a month-to-month subscription plan at Spreedly's then-current pricing and terms unless Customer provides Spreedly with at least thirty (30) days notice of its intent to discontinue use of the Platform.

### 2) Annual Platform Fee:

Customer will pay an annual platform fee for each 12 months of services beginning July 1, 2022 in the amount specified in Table 1.

Table 1: Approved Enterprise Pricing for Olo	
Annual Platform Fee	API Usage Fee (per API call)
\$150,000	\$0.0026

### 3) API Usage Fees:

In addition to the annual platform fee, Spreedly will bill the API Usage Fee to Customer monthly in arrears at the per API call rate in Table 1.

### 4) Premium Support Upgrade Fee:

Customer has opted to upgrade to premium support with terms as outlined in Schedule A of the ESA. Customer agrees to pay premium support fees equal to 20% of the annual platform fee for each 12-months of services ("**Premium Support Fee**"). For the avoidance of doubt, Premium Support Fee for the Initial Term is \$30,000.

### 5) Account Updater Service Fees:

Customer may elect to participate in Spreadly's Account Updater program at a cost of \$0.18 per successfully updated card when making a minimum bulk purchase of \$18,000, equivalent to 100,000 successful updates. Customer will prepay a minimum of \$18,000 for use of the service (equivalent to 100,000 successful updates), and that fee shall be debited each time the account updater service is performed and fees are accrued. Customer will be invoiced an additional \$18,000 only when the remaining balance falls below \$1,800.

Customer may elect to pre-purchase more than \$18,000 updates at the same rate. Bulk purchases of updates will be made by executing a new Order Form subject to the terms of this Agreement. Credit for pre-purchased updates will not expire as long as the Agreement remains in force between the Parties.

If Customer elects not to pre-purchase Account Updater updates at the minimum bulk purchase rate of \$18,000, Customer will be billed monthly in arrears at a cost of \$0.20 per successfully updated card.

**6) Payments:**

All payments are subject to the terms prescribed in Section 7 of the Agreement. Customer will pay the Annual Platform Fee and the Premium Support Fee for the Initial Term on or before July 1, 2022. For any Renewal Term, Spreadly will invoice Customer at least 30 days prior to the anniversary of the Order Form Effective Date.

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

- (a) ACH payment or wire transfer to the following account:

Receiver: Silicon Valley Bank  
ABA/Routing #: 121140399  
SWIFT Code: SVBKUS6S  
Beneficiary: 3301451580  
Spreadly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
USA


- (b) check delivered to the address specified in the relevant invoice.

By signing below, Customer indicates its acceptance of the terms of the Agreement and represents and warrants that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power and authority to enter into and perform its obligations under the Agreement; (iii) the execution of this Order Form by its representative has been duly authorized by all necessary corporate or organizational action of Customer; and (iv) when executed and delivered by both Parties, the Agreement will constitute the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

**[SIGNATURES ON FOLLOWING PAGE]**

The Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

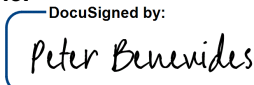
**Spreadly, Inc.**

By:  DocuSigned by:  
6793B5D8B8EC48E...  
Name: Justin Benson  
Title: CEO

Notice Address:

Spreadly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
Attn: Accounts Receivable  
E-mail: ar@spreadly.com

**Olo, Inc.**

By:  DocuSigned by:  
400EAA20CAT5452...  
Name: Peter Benevides  
Title: CFO

Notice Address:

Olo, Inc  
One World Trade Center  
285 Fulton Street, 82<sup>nd</sup> Floor  
New York, NY 10007  
Attn: Accounts Payable  
E-mail: billing@olo.com