spreedly

ORDER FORM #1

Spreedly, Inc.
300 Morris Street
Suite 40
Durham, NC 27701

To: Justin Main   **Support Level:** Professional
Customer Legal Name: Factor Systems, LLC d/b/a Billtrust
Billing Address: 1009 Lenox Drive, Suite 101, Lawrenceville, NJ 08648
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 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 (email acceptable) 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) Platform Fees. For each Contract Year, Customer will pay Spreedly an "Annual Platform Fee" which entitles Customer to the services set out in the table below.

Approved Enterprise Pricing for Factor Systems, LLC d/b/a Billtrust	
Annual Platform Fee (12 months)	**$100,000**
Universal Vaulting and Tokenization - included **Security Suite (MFA, RBAC, SSO) - included** **PCI Compliant Card Storage - unlimited** **All Spreedly gateway connectors - unlimited** **All Spreedly PMD Receiver endpoints - unlimited** **Access to 3DS2 services, ApplePay, and GooglePay**	**Included**
Professional-Tier Support Subscription	**Included**
API Usage Fee	**$75,000**
Committed APIs during initial term	**10,000,000**
Cost per API call	**$0.0075**
Total Annual Fees	**$175,000**

3) API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 10,000,000 API calls for use during the Initial Term at a cost per API call rate of $0.0075 ("API Usage Fee"). Spreedly will invoice Customer monthly in arrears at the rate of $0.0075 for any additional API calls which exceed the initial purchase volume of 10,000,000. Payment of the additional API calls shall be in accordance with Section 7 of the Agreement.

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

5) Support Services. Customer has selected Professional-Level 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 Total Annual Fees for the first Contract Year in full within fifteen (15) days of the Order Form Effective Date. Each subsequent annual payment of the Total Annual Fees will be invoiced thirty (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. All payments are subject to the terms prescribed in Section 7 of the Agreement.

Customer may elect to pay all amounts due under this Agreement 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

    (b)   check delivered to the address specified in the relevant invoice.
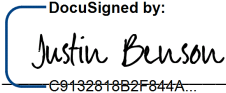
If Customer fails to make any payment when due then, in addition to all other remedies that may be available to Spreedly in the Agreement, Spreedly may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

[Signatures on Next Page]

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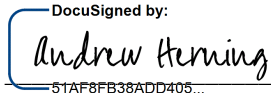
Spreedly, Inc.

By: Justin Benson

Name: Justin Benson

Title: CEO

Date: 2/15/2023

Factor Systems, LLC d/b/a Billtrust

By: Andrew Herning

Name: Andrew Herning

Title: Senior VP, Finance

Date: 2/15/2023