

**ORDER FORM #1**

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

To:
Customer Legal Name: Coulter Ventures, LLC d/b/a Rogue Fitness
Tax ID: 26-2409457
Billing Address: 545 E 5th Ave.
 Columbus, OH 43201
Sales Rep: Crystal Magee

Order Form Issued: 12 DEC 2023

Offer Valid Until: 8 JAN 2024

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 January 8, 2024 (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 Service Agreement (a "SA") 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 of its intent to not renew not less than thirty (30) 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 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 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$75,000
API Usage Fee:	\$30,000
Included API Calls - 4,000,000	
Cost per API Call - \$0.0075	
Professional Support	Included
Committed Annual Fees	\$105,000

3) API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 4,000,000 API calls to the Spreedly Platform at a cost of \$0.0075 per call ("API Usage Fee") to be utilized during the Initial Term. The total committed API Usage Fee during the Initial Term is \$30,000.

Spreedly will invoice Customer monthly in arrears at the rate of \$0.0075 for any additional API call more than the initial purchase volume of 4,000,000. All pre-purchased API calls expire at the end of the Contract Year in which they were purchased.

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.



6) Support Services. Customer has selected Professional Level. 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 total Committed 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 6 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 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

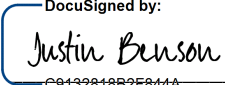
[Signatures on Next Page]



CONFIDENTIAL

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

Spreedly, Inc.

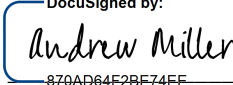
By: 
C9132816B2F844A...

Name: Justin Benson

Title: CEO

Date: 1/5/2024

Coulter Ventures, LLC d/b/a Rogue Fitness

By: 
870AD64F2BE74EE...

Name: Andrew Miller

Title: Director of ECommerce

Date: 1/5/2024