



CONFIDENTIAL

**ORDER FORM #1**

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

**To:** Martin Quiroga  
**Customer Legal Name:** Play Digital S.A.  
**Tax ID:**  
**Billing Address:** Av. Alem 882 Buenos Aires, Argentina  
**Sales Rep:** Shawn Curtis

**Order Form Issued:** March 18, 2022**Offer Valid Until:** March 31, 2022

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.

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 24 months. Thereafter, this Order Form shall automatically renew for successive one-year 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 this Agreement not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term.

**2) Annual Enterprise Platform Fees:** \$275,000 per term year.

**3) API Usage Fees:** The customer is purchasing 300,000,000 API calls at a cost per API call rate of \$0.001 to be consumed over the Initial Term. The total API usage fee during the Initial Term is \$300,000. For the avoidance of doubt, any API calls remaining from the initial allotment of 300,000,000 will expire only when the Initial Term expires.

**4) API discount:** Contingent upon an Order Form Effective Date of no later than March 31, 2022, Spreedly shall apply a 6.2% discount to the rate of \$0.001 per API call. The resulting rate will be \$0.0094 per API call. The total API usage fee during the Initial Term will be \$281,400. This Order Form is not valid after March 31, 2022. The discounted API usage fee will be used in the calculation of payments in Section 5.

**5) Payments:** All payments are subject to the terms prescribed in Section 6 of the Agreement. The total committed fees during the Initial Term of this Order Form are \$831,400, including the API usage discount. Customer will make four (4) scheduled payments, invoiced in accordance with the following schedule:

Payment #	Invoice Date	APIs projected this period	API usage cost	1/2 Platform Fee	Total Payment	Annual Totals
1	April 1, 2022	27,000,000	\$25,326	\$137,500	\$162,826	\$356,606
2	October 1, 2022	60,000,000	\$56,280	\$137,500	\$193,780	
3	April 1, 2023	112,000,000	\$105,056	\$137,500	\$242,556	\$474,794
4	October 1, 2023	101,000,000	\$94,738	\$137,500	\$232,238	
<b>Checksum:</b>		<b>300,000,000</b>	<b>\$281,400</b>	<b>\$550,000</b>	<b>\$831,400</b>	<b>\$831,400</b>

The first payment of the Initial Term shall be invoiced within 15 days of the Order Form Effective Date, due and payable 30 days after the invoice date. The next three payments shall be invoiced 30 days prior to the Invoice Date. All payments shall be due and payable 30 days after the invoice date.

For the avoidance of doubt, API consumption by Customer is not limited by the payment schedule. Customer may consume APIs at their discretion. For example, no overages will accrue if Customer uses more than 28,873,815 API calls before October 1, 2022. Spreedly will bill Customer monthly in arrears at the current cost per API call rate for



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any API calls consumed more than the initial purchase volume of 300,000,000 API calls for the term of the contract. The payment schedule in the table above will remain fixed regardless of overages accrued.

5) **Renewal Terms:** The Annual Platform Fee and all API usage fees will increase 6% annually in each successive Renewal Term. For example, in the first Renewal Term following the Initial Term, the Annual Platform Fee will increase to \$291,500 and the cost per API call will increase to \$0.00106 per API call. Each subsequent annual payment shall be invoiced 30 days prior to the anniversary Effective Date ("Annual Renewal Date") and shall be due and payable 30 days after the Annual Renewal 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  
Spreedly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
USA

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

[Signatures on Next Page]



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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.**

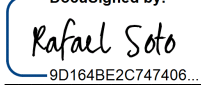
By:   
6793B5D8B8EC48E

Name: Justin Benson

Title: CEO

Date: 3/18/2022

**Play Digital S.A.**

By:   
9D164BE2C747406...

Name: Rafael Soto

Title: CEO

Date: 3/18/2022