

**ORDER FORM #2****Advanced Vault**

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

**To:**  
**Customer Legal Name:** Environmental Systems Research Institute, Inc.  
**Tax ID:**  
**Billing Address:** 380 New York Street, Redlands, CA 92373  
**Sales Rep:** Watrice Woodridge

**Order Form Issued:** Sept 14, 2023

**Offer Valid Until:** Sept 29, 2023

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 applicable documentation.

**1) Advanced Vaulting.** Spreedly's Advanced Vaulting service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 1 below or (ii) the minimum committed fee of \$500 per month. Costs are exclusive of fees imposed by the card associations and/or third-party service providers (e.g., card updates, tokenization, etc.) which will be passed through to Customer and are subject to change at any time. For the avoidance of doubt, Customer will still be charged the third-party fee each time a payment card is updated. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees.

Table 1			
Tier	# of Payment Methods	Monthly Fee Per Method	Discount rate through December 31, 2023
1	0 – 149,999	\$0.025	\$0.015
2	150,000 – 1,499,99	\$0.02250	\$0.0135
3	1,500,000 +	\$0.02	\$0.012

If this Order Form becomes effective on or before September 29, 2023, Spreedly agrees to apply a 40% discount to the payment method enrollment rate through December 31, 2023. Unless otherwise agreed by the Parties in writing, the Advanced Vaulting Fees during any Renewal Term will be charged without a discount at the standard rates set forth in Table 1.

By using Advanced Vaulting, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform. Customer authorizes Spreedly to act on Customer's behalf to (i) request and retain a Token Requestor ID from applicable card issuers, and (ii) use the Token Requestor ID to provision network tokens where available.

**2) Payments.** Customer will be invoiced monthly at the rate for the number of payment methods enrolled in the prior month as described in Section 1 or the minimum committed fee of \$500. Customer will pay the Advanced Vaulting fees for the first month in full within thirty (30) days of the Order Form Effective Date. Each subsequent monthly payment will be due and payable within thirty (30) days of the invoice date. All payments are subject to the terms prescribed in the Agreement.



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This Order Form modifies the charges for Spreedly's Account Updater Service currently described in the Agreement. For clarity, as of the Order Form Effective Date, Spreedly will pass through all third-party fees related to the Account Updater Service, without markup, including "card updates" whether or not cardholder address or date information is updated by the program. Spreedly Account Updater Program general guidelines are located <https://docs.spreedly.com/guides/account-updater/#account-updater-control-levels>

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

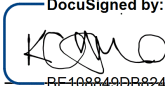
- (b) check delivered to the address specified in the relevant invoice;

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.

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.**

**Environmental Systems Research Institute, Inc.**

By:  DocuSigned by:  
 BE108849DB024F9...

Name: Nellie Vail

Title: CFO

Date: 10/2/2023

By:  DocuSigned by:  
 2B5E46CF05AD48A...

Name: Erick Arial

Title: Mgr, Commercial & Government Contracts

Date: 9/29/2023