



## AMENDMENT TO SUPPLEMENTAL ORDER

This amendment modifies the Supplemental Order dated December 7, 2023 ("**Supplemental Order**"), between Spreedly, Inc., ("**Spreedly**") and Brainly, sp. zo.o ("**Customer**") (each a "Party" and collectively, the "Parties"), and (subject to the contingency set forth below) is effective as of the last date of a signature by a party. Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Supplemental Order or the enterprise services agreement currently in force between the Parties ("**Agreement**").

Pursuant to Section 14.2 of the Agreement the Parties hereby agree as follows:

- Section 2 of the Supplemental Order is hereby deleted in its entirety and replaced with the following:

**2) Advanced Vault.** Spreedly's Advanced Vault service will be charged a minimum committed monthly fee based on the number of enrolled payment methods each month as set out in Table 1 below. For each additional payment method greater than 3,000,001 Spreedly will charge a rate of \$0.003 per payment method per month.

Table 1			
Tier	# of Payment Methods	Monthly Fee Per Method	Minimum Monthly Fee
1	0 – 1,500,000		\$4,000.00
2	1,500,001 – 2,000,000		\$7,000.00
3	2,000,001 – 3,000,000		\$9,500.00
4	3,000,001 +	\$0.003	

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 at cost 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.

- This amendment is contingent on Spreedly receiving payment for all services invoiced up through September 30, 2024.
- The pricing set out in this amendment will apply to Advanced Vault services utilized by Customer after October 1, 2024. For clarity, Advanced Vault services utilized prior to October 1, 2024 will be charged the prices under the Supplemental Order unmodified by this amendment. Except as expressed stated herein, this amendment does not operate as a waiver of any Fees owed to Spreedly and is without prejudice to any rights or remedies to which Spreedly is entitled, including those under the Agreement, at law or in equity, all of which are hereby expressly reserved.
- Except as expressly set forth in this amendment, the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment will govern the relationship between the parties.

[Signatures on Next Page]



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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:

Name:

Title:

Date:

**Brainly sp. z o.o.**

By:

Name: Bill Salak

Title: CTO & COO

Date: 1/8/2025

DocuSigned by:  
*Bill Salak*  
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