

**ORDER FORM #2**

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

To: Ramp Swaps Accounts Payable
Customer Legal Name: Ramp Swaps Limited
Billing Address: Epworth House 25 City Road London EC1Y 1AA, UK
 on its behalf and on behalf of its affiliate:
 Ramp Swaps LLC, 87-2664742, 8 The Green Dover, DE 19901 ("Customer")

Sales Rep: Alexandra Fleming

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 May 31, 2023 (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 of its intent not to 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.

Enterprise Pricing Table	
	Year 1
Annual Platform Fee:	\$100,700
Existing Spreedly Endpoints	Included
PCI Compliant Card Storage	Unlimited
Add New Standard PMD Endpoints	Unlimited
API Usage Fee:	\$62,500
Included API Calls	12,500,000



Cost per API Call	\$0.005
Professional Support	Included
Total Annual Fees	\$163,200

3) API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 12,500,000 API calls to the Spreedly Platform at the cost of \$0.0050 per call ("API Usage Fee") to be utilized during the Initial Term. The total API Usage Fee during the Initial Term is \$62,500. Spreedly will invoice Customer monthly in arrears at the rate of \$0.005 for any additional API call more than the initial purchase volume of 12,500,000. 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.

5) Support Services. Customer has selected Professional 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 in equal quarterly installments, with the first installment due and payable within 30 days of the Order Form Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment 30 days prior to the three, six, and nine, month anniversaries of the Order Form Effective Date (a "Quarterly Payment Date"), with such amounts due and payable prior to the relevant Quarterly Payment Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced 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 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

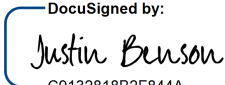
[Signatures on Next Page]



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: 
C9132818B2F044A...

Name: Justin Benson

Title: CEO

Date: 5/26/2023

Ramp Swaps Limited

By: 
52EEE3F6212B4A2...

Name: Szymon Sypniewicz

Title: CEO

Date: 5/26/2023