



## CHANGE ORDER

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

**iDonate, Inc.**  
6111 W Plano Pkwy #2700,  
Plano, TX 75093 USA

**Order Form Issued:** 11 September 2023

**Offer Valid Until:** 29 September 2023

This "Change Order" corrects and modifies the Order Form between the Parties effective March 31, 2023 (the "Order Form"). Capitalized terms used but not defined have the meanings set forth in the Order Form, the Enterprise Service Agreement dated March 31, 2022, as amended, or in the applicable product documentation, the terms which are incorporated herein by reference.

All changes in this Change Order will be effective as of the last date of a signature by a Party (the "Change Order Effective Date").

The Parties agree to modify the Order Form as follows.

1) Previously, terms for Customer's use of Spreedly's Account Updater Service were erroneously omitted from the Order Form and the Parties hereby agree that the following terms have and will continue to govern Customer's use of the Account Updater Service for the duration of the Order Form Term or for as long as Customer continues to use the service:

**Account Updater Service Fees.** Customer has elected to participate in Spreedly's Account Updater service, at a cost of \$0.18 per card update. Customer will prepay \$18,000 (equivalent to 100,000 card updates) for use of the service, and that prepayment will be debited each time the account updater service is performed, and fees are accrued. Customer will be invoiced an additional \$18,000 only when the remaining balance falls below \$3,000. Customer may cancel participation in the Account Updater program at any time. Due to fees imposed by the card networks and/or third-party service providers, Fees for the Account Updater service are subject to change at any time upon no less than 90 days' notice to Customer.

2) Spreedly has replaced the Account Updater Service with its Advanced Vaulting services. As of the Order Form Effective Date Customer has elected to enroll in Advanced Vaulting subject to the following terms:

**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 2 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 2			
Tier	# of Payment Methods	Monthly Fee Per Method	Discount through December 3, 2023
1	0 – 149,999	\$0.025	\$0.0175
2	150,000 – 1,499,99	\$0.0225	\$0.01575
3	1,500,000 +	\$0.02	\$0.014



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If this Change Order becomes effective on or before August 30, 2023 Spreedly agrees to apply a 30% 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 2. Spreedly will credit the remaining balance of payments made by Customer for Account Updater as of the Order Form Effective Date towards fees for Advanced Vaulting.

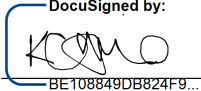
By using Advanced Vaulting, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform. Customer authorizes Spreedly to act on Customer's behalf to (i) request and retain a Token Requestor ID from applicable card issuers,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

Spreedly will invoice the applicable Advanced Vaulting Fees monthly in arrears.

3) Except as expressly set forth in this Change Order, the terms of the Order Form will remain unchanged and in full force and effect. Nothing herein will be construed to amend the Enterprise Service Agreement.

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

**Spreedly, Inc.**

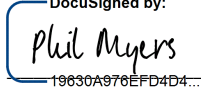
By:  BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 9/28/2023

**iDonate, Inc.**

By:  19630A976EFD4D4...

Name: Philip J Myers

Title: President

Date: 9/28/2023