



ORDER FORM #Q-03527

Spreedly, Inc.

300 Morris Street
Suite 400
Durham, NC 27701

To: Susan Petrillo

Customer Legal Name: IntelTravel

Tax ID: 11-3075132

Billing Address: 1615 S Congress Ave, Delray
Beach, FL 33445, United States

Sales Rep: Eda Rodriguez

Order Form Issued: March 15, 2024

Offer Valid Until: April 14, 2024

This Order Form is entered into between the entity identified above as “Customer” and Spreedly, Inc. effective as of the last day it is signed and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, “Agreement” means 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, the 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. Term. The Initial Term of this Order Form is 12-months. Thereafter, this Order Form will terminate unless the parties agree in writing to renew for an additional 12-month period (a “Renewal Term” and, together with the Initial Term, the “Term”).

To ensure that Customer will not experience an interruption in access to the Platform, in the event of non-renewal of this Order Form, Customer’s account will revert to a month-to-month subscription plan at the then-current list pricing governed by the Terms of Service if Customer continues to use the service beyond the expiration date of this Order Form.

2. Advanced Vault. Spreedly’s Advanced Vault 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 \$2,250.00 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 through March 28, 2025 |
| 1 | 0 – 149,999 | \$0.025 | \$0.0167 |
| 2 | 150,000 – 1,499,999 | \$0.0225 | \$0.015 |
| 3 | 1,500,000 + | \$0.02 | \$0.0134 |

One-Time Discount. If this Order Form becomes effective on or before April 14, 2024, Spreedly agrees to apply a rate of \$0.015 for a minimum of 150,000 enrolled payment methods for the first 12 months. Unless otherwise agreed by the Parties in writing, the Advanced Vault Fees after 12 months will be charged without a discount at the standard rates set forth in Table 1.



By using Advanced Vault, 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.

3. Payments. All Fees are due and payable within 30 days of the invoice date are subject to the terms prescribed in the Agreement.

Customer will pay all amounts due by credit card on file with Spreedly. Customer authorizes Spreedly to immediately charge the Committed Monthly Fees for the first month and periodically charge the credit card on file for Spreedly service fees as stated in this Order Form. Customer will be subject to any additional terms presented by the third-party credit card payment processor and Customer is responsible for keeping such credit card information up to date.

If Customer fails to make any payment when due then, in addition to all other remedies that may be available, 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 Order Form by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.

By:  DocuSigned by:
E7C3632005AC4CD...

Name: Nellie Vail

Title: CFO

Date: 4/16/2024

InteleTravel

By: 

Name: SUSAN R PETRIELLO

Title: CEO

Date: 4/14/2024