

**ORDER FORM #1**

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

To: Caitlan Shumaker, Chief of Staff
Customer Legal Name: ReCharge Inc.
Billing Address: 1507 20th St., Santa Monica, CA 90404
Sales Rep: Helen Kruskamp, Enterprise Account Executive

Order Form Issued: December 12, 2022

Support Level: Professional

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") attached below as Appendix A.

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 to not renew not less than thirty (30) 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.

| Approved Enterprise Pricing for ReCharge, Inc. | |
|--|------------------|
| Annual Platform Fee (12 months) | \$75,000 |
| Enterprise Assurance Agreement & SLAs | Included |
| Professional-Tier Support Subscription | Included |
| Payment Essentials Module <ul style="list-style-type: none"> - Universal Vaulting and Tokenization - included - Security Suite (MFA, RBAC, SSO) - included - PCI Compliant Card Storage - unlimited - All Spreedly gateway connectors - unlimited - All Spreedly PMD Receiver endpoints - unlimited - Access to 3DS2 services, ApplePay, and GooglePay | Included |
| API Usage Fee | \$150,000 |
| Committed APIs during initial term | 20,000,000 |
| Cost per API call | \$0.0075 |
| One-time Discount (applied to first invoice) | (\$5,000) |
| Total Annual Fees | \$220,000 |

**3) API Usage Fees**

In addition to the Annual Platform Fee, Customer is pre-purchasing 20,000,000 API calls for use during the Initial Term at a cost per API call rate of \$0.0075 ("API Usage Fee"). Spreedly will invoice Customer monthly in arrears at the rate of \$0.0075 for any additional API calls which exceed the initial purchase volume of 20,000,000. Payment of the additional API calls shall be in accordance with Section 7 of the Agreement.

4) Renewal Terms Fees: Except as otherwise agreed by the Parties in writing, the Annual Platform Fee and API Usage Fee will increase by 4% over the prior Contract Year in each successive Renewal Term.

5) Support Services.

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 Professional Support level.

7) Payments:

All payments are subject to the terms prescribed in Section 7 of the Agreement. Customer will pay the Total Annual Fees of \$220,000 for the first year of the Initial Term in two payments. The first payment of \$107,500, inclusive of \$5,000 one-time discount, is due within 30 days of the Order Form Effective Date. The second payment of \$112,500 will be invoiced six (6) months after the Order Form Effective Date and is due within 30 days of the invoice date.

API consumption by Customer is not limited by the payment schedule. Customer may consume APIs at their discretion. The payment schedule for the pre-committed usage will remain fixed throughout the Initial Term regardless of the number of API calls consumed as long as the total amount of usage has not exceeded the contracted amount of 20,000,000 before the second payment is invoiced to Customer. If the API usage exceeds 20,000,000 during the first six months of the Initial Term, Spreedly will immediately bill Customer for the balance of all fees owed under this Order Form and will revert to billing monthly in arrears at \$.0075 per API call for the remainder of the contract period for any API calls exceeding 20,000,000.

Each subsequent annual payment will be invoiced no less than 30 days prior to the anniversary of the Effective Date. The payment terms described in this Section 7 will apply to any subsequent Renewal Term.

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.

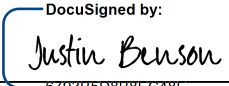
[Signatures on Next Page]



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.

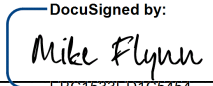
By:  _____
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Name: Justin Benson

Title: CEO

Date: 12/14/2022

ReCharge Inc.

By:  _____
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Name: Michael Flynn

Title: CTO

Date: 12/14/2022