

**ORDER FORM #1**

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

**To:** Ben Flexner  
**Customer Legal Name:** Secure Identity, LLC, d.b.a. CLEAR  
**Billing Address:** 65 East 55th St., New York, NY 10022  
**Spreedly Representative:** Helen Kruskamp

**Order Form Issued:** August 23, 2022

**Offer Valid Until:** August 31, 2022

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") 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 24 Months. Thereafter, 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 this Agreement not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service hereunder will be deemed a "Contract Year".

### 2) Platform Fees

For each Contract Year, Customer will pay Spreedly a "Base Annual Fee" which entitles Customer to the services set out in the table below.

Enterprise Pricing		
	Year 1	Year 2
<b>Enterprise Annual Platform Fee</b>	<b>\$70,000</b>	<b>\$70,000</b>
Enterprise Assurance Agreement & SLAs	Included	Included
Existing Spreedly Endpoints	Unlimited	Unlimited
PCI Compliant Card Storage Limit	Unlimited	Unlimited
Add New Standard PMD Endpoints	Included	Included
<b>API Committed Usage Fee</b>	<b>\$96,000</b>	<b>\$96,000</b>
Committed APIs during initial term	32,000,000	
Cost per API call	\$0.006	\$0.006
Professional-Tier Support Subscription	<del>\$25,650</del> Waived	<del>\$25,650</del> Waived
<b>Total Base Annual Fee:</b>	<b>\$166,000</b>	<b>\$166,000</b>
<b>Total Contract Value</b>	<b>\$332,000</b>	

**3) API Usage Fees**

Customer is pre-purchasing 32,000,000 API calls for use during the Initial Term at a cost per API call rate of \$0.006. In the event Customer's actual API usage exceeds the included volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears at the contract rate in accordance with the table above (\$0.006 per API call) for the remainder of the contract term.

**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 and Support Services will be billed annually at a rate of 15% of total subscription spend per contract year.

**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 support level specified in this Order Form.

**6) Payments**

All payments are subject to the terms prescribed in Section 6 of the Agreement. Customer will pay the Annual Platform Fee equal to \$70,000 for the first year of the Initial Term in full within 30 days of the Effective Date. Each subsequent payment of the Annual Platform Fee shall be invoiced 30 days prior to the anniversary of the Effective Date ("Annual Renewal Date") and shall be due and payable prior to the Annual Renewal Date.

Customer will pay an API usage fee of \$8,000 billed each month of the Initial Term for a total of 24 payments. 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 32,000,000. If the API usage exceeds 32,000,000 during the Initial Term, Spreedly will bill Customer for the balance of pre-committed, unbilled APIs consumed and will revert to billing monthly in arrears at \$.006 per API call for the remainder of the contract period for any API calls exceeding 32,000,000.

All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

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.

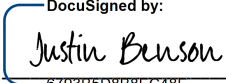
[Signatures on Next Page]



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.**

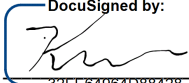
By:  DocuSigned by:  
6793B5D8B8EC48E...

Name: Justin Benson

Title: CEO

Date: 8/30/2022

**Secure Identity, LLC, d.b.a. CLEAR**

By:  DocuSigned by:  
32FE64964D88428...

Name: Ken cornick

Title: President

Date: 8/30/2022