

**ORDER FORM #1**

Spreedly, Inc.
 300 Morris Street
 Suite 400
 Durham, NC 27701

To:
Customer Legal Name: Rocket Lawyer, Inc.
Tax ID: 26-3054379
Billing Address: 101 2nd St., 4th Floor
 San Francisco, CA 94105
Sales Rep: Don Sellazo

Order Form Issued: Dec 22, 2022

Offer Valid Until: Dec 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 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.

Enterprise Pricing Table	
	Year 1
Annual Platform Fee:	\$99,996
Existing Spreedly Endpoints	Included
PCI Compliant Card Storage	Included
Add Standard PMD Endpoints	Included
API Usage Fee:	\$112,500
Included API Calls	15,000,000
Cost per API Call	\$0.0075
Support – Professional Tier	Included
Total Annual Fees	\$212,496



3) API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 15,000,000 API calls to the Spreedly Platform at a cost of \$0.0075 per call ("API Usage Fee") to be utilized during the Initial Term. The total API Usage Fee during the Initial Term is \$112,500. Spreedly will invoice Customer monthly in arrears at the rate of \$0.0075 for any additional API call more than the initial purchase volume of 15,000,000.

4) Renewal Terms Fees. Except as otherwise agreed by the Parties in writing, the Annual Platform Fee and API Usage Fee will increase by 3% over the prior Contract Year in each successive Renewal Term.

5) Support Services. Customer has selected Professional Tier 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) Chronic Outage. If the Spreedly Transaction Processing Service's Availability is below 99.6% in any three months in a row ("Chronic Outage"), Rocket Lawyer shall have the option of terminating the Agreement on a minimum of 15 days notice with no further payment commitments after such termination date. Rocket Lawyer must give such notice of their exercising their Chronic Outage option and rights under this Section 6 within 30 days of the last day in the month in which the Chronic Outage occurred.

7) Payments. All payments are subject to the terms prescribed in Section 7 of the Agreement. Customer will pay the Total Annual Fees in equal monthly payments of \$17,708. The first payment is due within 30 days of the Order Form Effective Date. Each subsequent monthly payment will be invoiced 30 days prior to the anniversary of the Order Form Effective Date and will be due and payable 30 days after the applicable invoice date. 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.

The API calls consumed by Customer are not limited by the above payment schedule. The payment schedule will remain fixed throughout the Initial Term regardless of the number of API calls made as long as the total number of API calls does not exceed the pre-committed amount of 15,000,000. If the number of API calls exceeds 15,000,000 during the Initial Term, Customer agrees to immediately pay the balance of the unpaid annual API Usage Fee for the pre-committed API calls and Spreedly will invoice Customer monthly in arrears at the rate of \$0.0075 for any additional API call more than the initial purchase volume of 15,000,000.

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.

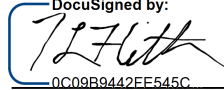
By:  6793B5D8B8EC48E...

Name: Justin Benson

Title: CEO

Date: 12/29/2022

Rocket Lawyer Inc.

By:  0C09B9442EE545C

Name: Travis Flittner

Title: Corporate Controller

Date: 12/29/2022