

**ORDER FORM #1**

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

To: Steve Storch
Customer Legal Name: Networkx Systems, Inc.
Tax ID:
Billing Address:
Sales Rep: Helen Kruskamp

Order Form Issued: July 14, 2023
Offer Valid Until: July 21, 2023

Support Level: Advanced

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 Service Order is one (1) month, after which this Service Order will automatically renew for successive 1-month periods (each, a "Renewal Term" and, together with the Initial Term, the "Term"). Customer may terminate this Order Form on 60 days written notice to Spreedly. Spreedly may terminate this Service Order on 90 days written notice to Customer.

2) Platform Fees. Each month, Customer will pay Spreedly a "Monthly Platform Fee" in the amount of \$7,500, which entitles Customer to the services set out below:

- Universal Vaulting and Tokenization,
- Unlimited PCI Compliant Card Storage,
- Access to all Spreedly gateway connectors,
- Access to all Spreedly PMD Receiver endpoints, and
- Access to 3DS2 services, ApplePay, and GooglePay.

3) API Usage Fees. In addition to the Monthly Platform Fee, Spreedly will bill Customer an "API Usage Fee" monthly in arrears at a rate of \$0.02 per API call to the Spreedly Platform.

4) Minimum Fee Commitment. The "Minimum Fee Commitment" (as further described below) under this Order Form is \$50,000. If at the time either party provides notice of non-renewal or otherwise terminates this Order Form when the total billable Fees have not reached \$50,000, Customer agrees to pay the difference between the Minimum Fee Commitment and the total billable Fees so that Spreedly receives no less than \$50,000 under this Order Form irrespective of any qualifying discounts applied.

5) Renewal Terms Fees. Spreedly reserves the right to increase its fees under this Order Form at any time after the anniversary of the Order Form Effective Date by providing at least thirty (30) days advance written notice (email acceptable) to Customer.

6) Advanced Vaulting. Spreedly's Advanced Vaulting service will be charged monthly at the rate corresponding to the number of enrolled payment cards in the table below. The minimum committed fee for Advanced Vaulting is \$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 billed to Customer in arrears and are subject to change at any time. For the avoidance of doubt, Customer will still be charged third-party fees 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
1	0 – 149,999	\$0.025
2	150,000 – 1,499,99	\$0.02250
3	1,500,000 +	\$0.020

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 and 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.

7) 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.

8) Platform Discounts. If this Order Form becomes effective on or before July 21, 2023, Spreedly will apply a one-time discount of \$6,750 applied equally to the first six payments of the Monthly Platform Fee in an amount equal to \$1,125 toward each Monthly Platform Fee. If this Order Form is superseded by a new order form, or if either party provides notice of non-renewal or otherwise terminates this Order Form prior to the sixth payment of the Monthly Platform Fee, any remaining payment discounts not already applied will be void.

If this Order Form becomes effective on or before July 21, 2023, Customer will receive a 15% discount to the platform fees on any subsequent order form that commits Customer to 12-months of continuous services provided that order form is signed within 6-months of the Order Form Effective Date.

9) Payments. Customer will pay the initial Monthly Platform Fee of \$7,500 for the first month of services within 30 days of the Order Form Effective Date. Thereafter, Customer will pay the total monthly Fees within 30 days of Spreedly's invoice date. All payments are subject to the terms prescribed in Section 7 of the Agreement.

For Advanced Vaulting, Customer will be invoiced monthly at the rate for the highest number of payment methods enrolled in the prior month as described in Section 6 or the minimum committed fee of \$500.

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.

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.

[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.

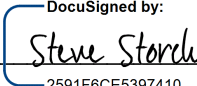
By:  DocuSigned by:
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Name: Justin Benson

Title: CEO

Date: 7/21/2023

Networx Systems, Inc.

By:  DocuSigned by:
2591F6CE5397410...

Name: Steve Storch

Title: Chief Operating Officer

Date: 7/21/2023