

**ORDER FORM #2**

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

iDonate, Inc.
6111 W Plano Pkwy #2700,
Plano, TX 75093 USA

Order Form Issued: 14 March 2023

Offer Valid Until: 30 March 2023

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 March 31, 2023 (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") dated March 31, 2022 and 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 60 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. Each month, Customer will pay Spreedly a "Monthly Platform Fee" in the amount of \$7,500, which entitles Customer to the following Platform services:

- Universal Vaulting and Tokenization
- Security Suite (MFA, RBAC, SSO)
- Unlimited PCI Compliant Card Storage
- Access to all Spreedly gateway connectors
- Access to all Spreedly PMD Receiver endpoints
- Access to 3DS2 services, ApplePay, and GooglePay

3) API Usage. In addition to the Monthly Platform Fee, Spreedly will invoice Customer an "API Usage Fee" monthly in arrears at the rate of \$0.02 for any API calls made to the Platform during the previous month.

4) Renewal Term Fees. Except as otherwise agreed by the Parties in writing, the Monthly Platform Fee and API Usage Fee will increase by 6% 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 in the ESA and posted at <https://www.spreedly.com/support-services-terms> at the Professional Support level. In the event of any conflict between the support in the ESA and the terms posted on Spreedly's website, the ESA will govern.

6) Payments. All payments are subject to the terms prescribed in Section 7 of the Agreement. Customer will pay the initial Monthly Platform Fee of \$7,500 for the first month of services within 15 days of the Order Form Effective Date. Thereafter, Customer will pay the total monthly Fees within 30 days of Spreedly's 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.

Customer may elect to pay all amounts due under this Agreement either by:



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(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.

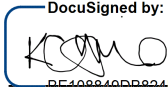
[Signatures on Next Page]



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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:  DE108849DB024F0...

Name: Nellie vail

Title: CFO

Date: 3/29/2023

iDonate, Inc.

By:  19630A970EFD4D4...

Name: Phil Myers

Title: President

Date: 3/30/2023