



CONFIDENTIAL

ORDER FORM #1

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

Omicron Media, Inc.
807 W. Morse Blvd, Ste 101
Winter Park, FL 32789

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 (a "ESA") currently in force between the Parties.

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 will be deemed a "Contract Year".

2) Fees:

Customer will pay Spreedly a "**Base Annual Fee**" for each 12 months of service in accordance with the pricing table below, which will entitle Customer to the following services for the duration of the Contract Year:

	Year 1	Year 2
Platform Fee:	\$57,500	\$64,500
Existing Spreedly End Points	Unlimited	Unlimited
PCI Compliant Card Storage Limit	Unlimited	Unlimited
Add New Standard PMD End Points	Included	Included
Enterprise Assurance Agreement	Included	Included
API Usage Fee:	\$12,500	\$12,500
Included API Calls (Annual)	2,500,000	2,500,000
Per API Call Rate	\$.005	\$.005
Base Annual Fee	\$70,000	\$77,000

In subsequent Renewal Terms, following the Initial Term, the Platform Fee and Per API Call Rate will increase 10% over the rates of the prior Contract Year.

In the event Customer's actual API usage exceeds the volumes included in the Base Annual Fee, Spreedly will bill Customer monthly in arrears for overages at the Per API Call Rate for the current Contract Year.

3) Payments:

Customer will pay the total Base Annual Fee for the first Contract Year in full within thirty (30) days of the Order Effective Date. Each subsequent annual payment of the Base Annual Fee will be invoiced thirty (30) days prior to the anniversary of the Order Effective Date ("**Annual Renewal Date**") and will be due and payable prior to the Annual Renewal Date.



CONFIDENTIAL

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


- (a) ACH payment or wire transfer to the following account:

Receiver: Silicon Valley Bank
ABA/Routing #: 121140399
SWIFT Code: SVBKUS6S
Beneficiary: 3301451580
Spreedly, Inc.
300 Morris Street, Suite 400
Durham, NC 27701
USA

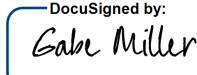
- (b) check delivered to the address specified in the relevant invoice.

The Parties have executed this Order Form by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.

By: 
Name: Nellie Vail
Title: CFO
Date: 3/31/2022

Omicron Media, Inc.

By: 
Name: Gabe Miller
Title: Director
Date: 3/31/2022