

ORDER FORM #Q-04018

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

To: Ben Flexner
Customer Legal Name: Olo, Inc.
Tax ID: 20-2971562
Billing Address: 26 Broadway Ave, New York, New York 10004
United States
Sales Rep: Tina Steffey

Order Form Issued: June 26, 2024

Offer Valid Until: June 30, 2024

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. effective as of July 1, 2024 and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, "Agreement" means Enterprise Service Agreement dated May 23, 2022, currently in force between the Parties.

In the event of any conflict between the terms of the Agreement and this Order Form, the 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. **Term.** This Order Form supersedes and replaces Order Form #1 dated July 1, 2022. The Initial Term of this Order Form is 24 months, after which this Order Form will terminate unless the parties agree in writing to renew for an additional 12-month period (a "Renewal Term" and, together with the Initial Term, the "Term"). To ensure that Customer will not experience an interruption in access to the Platform, if Customer continues to use the service after non-renewal of this Order Form, Customer's account will revert to a month-to-month subscription plan at the then-current list pricing governed by the Terms of Service. The services and Initial Term will begin July 1, 2024.

2. **Platform Fees.** For each Contract Year, Customer will pay Spreedly the "Annual Platform Fee" in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:

- access to Level 1 PCI Compliant Card Storage and Tokenization;
- connections to any of Spreedly's Supported Gateway integrations;
- use of existing 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	\$165,000.00	\$165,000.00
API Usage Fee:	\$138,000.00	\$138,000.00
Included API Calls – 120,000,000		
Cost per API Call – \$0.0023		
Premium Support	\$30,000.00	\$30,000.00
Committed Annual Fees	\$333,000.00	\$333,000.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 120,000,000 API calls to the Spreedly Platform at a cost of \$0.0023 per call ("API Usage Fee") to be utilized during the Initial Term. If Customer exceeds the pre-purchased 120,000,000 API calls (or any subsequently purchased API calls) before the end of the Initial Term, Spreedly will automatically bill Customer for a block of 10,000,000 additional API calls at a rate of \$0.0023 per call to be utilized during the remainder of the Initial Term. All pre-purchased API calls expire at the end of the Initial Term.

4. Support Services. Customer has selected Premium Support. Upon payment of the applicable fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms in the Agreement.

5. Payments. Customer will pay the Committed Annual Fees for the first Contract Year in full within 30 days of the Order Form Effective Date. Each subsequent annual payment of the Committed Annual Fees will be invoiced at least 30 days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable prior to the Annual Renewal Date.

All payments are subject to the terms prescribed in the Agreement.

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

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

Receiver: Webster Bank
ABA/Routing #: 211170101
SWIFT Code: WENAU31
Beneficiary: 0024760830

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

or

- (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, 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]

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.**Olo, Inc**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: