



## SUPPLEMENTAL ORDER

### Advanced Vault

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

**To:**

**Customer Legal Name:** Brainly sp. z o.o.

**Billing Address:** Krowoderska, 63B/4, Kraków, 31-158. Poland

**Sales Rep:** John Reed

This Supplemental 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 dated June 6, 2022, or, in the absence of an ESA, the Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service> and "Order Form #1" means the order form executed by the Parties on June 15, 2022. For avoidance of doubt, the Parties hereby agree that the term "Platform" as used in the Agreement includes the Advanced Vault service.

In the event of any conflict between the terms of the Agreement or Order Form #1 and this Supplemental Order Form, this Supplemental Order Form will govern. Capitalized terms used but not defined in this Supplemental Order Form have the meanings set forth in the Agreement or in the applicable documentation.

**1) Term.** The Spreedly services under this Supplemental Order Form will run conterminously with Order Form #1 dated June 15, 2022 ("Order Form #1") and any actions or events which operate to extend or terminate Order Form #1 will automatically extend or terminate this Supplemental Order Form.

**2) Advanced Vault.** Spreedly's Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 1 below or (ii) the minimum committed fee of \$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 passed through to Customer and are subject to change at any time. For the avoidance of doubt, Customer will still be charged the third party fee 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			
Tie r	# of Payment Methods	Monthly Fee Per Payment Method	Discount through 14 June 2024
1	0 – 149,999	\$0.025	\$0
2	150,000 – 1,499,99	\$0.0225	\$0
3	1,500,000 +	\$0.02	\$0

If this Order Form becomes effective on or before 15 Dec 2023 Spreedly agrees to waive the payment method enrollment rate through 14 June 2024. Unless otherwise agreed by the Parties in writing, the Advanced Vault Fees during any Renewal Term will be charged without a discount at the standard rates set forth in Table 2.

By using Advanced Vault, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform. Customer authorizes Spreedly to act on Customer's behalf to (i) request and retain



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a Token Requestor ID from applicable card issuers, and (ii) use the Token Requestor ID to provision network tokens where available.

Customer will pay the Advanced Vault fees for the first month in full within thirty (30) days of upon its receipt of an invoice. Each subsequent monthly payment will be due and payable within thirty (30) days of the invoice date. All payments are subject to the terms prescribed in the Agreement.

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

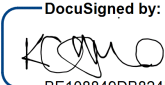
(b) check delivered to the address specified in the relevant invoice;

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.

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.**

**Brainly sp. z o.o**

By:   
 BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 12/7/2023

By:   
 23FDB23D8DB4499...

Name: Bill Salak

Title: CTO

Date: 12/7/2023

