

**ORDER FORM #1**

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

To: Priceline Accounts Payable Team
Customer Legal Name: priceline.com LLC

Billing Address:
Priceline c/o Concur Invoice Capture
Attn: Jacobus Kok
10700 Prairie Lakes Drive
Eden Prairie, MN 55344

Invoice Submission:
Priceline_InvoiceCapture@concursolutions.com
Sales Rep: Lauren Wilson

Offer Valid Until: 31 May 2022

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 between the Parties dated May 8th, 2020 as amended.

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. "Documentation" means the then-current online, electronic and written user documentation and guides that Spreedly makes available to Customer at: <https://docs.spreedly.com/>

1) Order Form Term

The Initial Term of this Order Form is 24 months starting on June 1, 2022. Customer will have the option to renew this Order Form at the same terms for additional one year (the "Extension Term") by providing Spreedly with written notice of its intent to utilize the Extension Term not less than 90 days prior to the expiration of the Initial Term. Following the Initial or the Extension Term, as applicable, the contract will auto-renew on the same terms (subject to paragraph 4) for successive one-year periods (each, a "Renewal Term" and, together with the Initial Term and Extension Term, the "Term") unless Customer has provided written notice of its intent to not renew this Agreement not less than 90 days prior to the expiration of the then-current Initial, Extension or Renewal Term. After the Initial and Extension Terms (if any) Spreedly may notify Customer of its intent not to renew this Order Form by providing written notice at least 180 days prior to the then-current Initial, Extension or Renewal Term; provided that a notice of non-renewal by Spreedly prior to the end of the Initial Term shall not be valid if Customer exercises its option for an Extension Term irrespective of whether Spreedly's notice comes before Customer's exercise of its option for an Extension Term pursuant to the terms of this Agreement. Each 12 months of service hereunder will be deemed a "Contract Year".

2) Annual Platform Fee

Customer will pay an annual platform fee for each 12 months of services beginning June 1, 2022, in the amount specified in Table 1, which shall entitle Customer to the following for the duration of the Term:

- Network Tokenization
- Enterprise Assurance Agreement & SLAs
- Unlimited Existing Spreedly Standard Gateway & Processor Integrations/Endpoints
- Unlimited PCI Compliant Card Storage
- New Payment Method Distribution (PMD) Endpoints
- New Gateway Specific Fields, Merchant Soft Descriptors, Level 2 & 3 Data Intelligent Routing Service
- Dedicated Account Management
- Access to Spreedly Enterprise Teams & Prioritized Support



3) API Usage Fees: Customer is purchasing 170,000,000 API calls at a cost per API call rate of \$0.0023 to be consumed over the Initial Term. The total API usage fee during the Initial Term is \$391,000. Customer shall purchase a minimum of 85,000,000 API calls for each Contract Year during each Extension and Renewal Term (if any) for an annual committed API usage fee of \$195,500.

Table 1: Initial Term Pricing		
Annual Platform Fee	\$160,000	
Committed Usage	170,000,000 API calls during Initial Term	\$0.0023 per API call
Additional Usage	over 170,000,000 API calls	\$0.0023 per API call
Total Cost	Total Cost	Cost Per Contract Year
	\$711,000	\$355,500

4) Renewal Term Fees: Except as agreed otherwise by the parties in a new Order Form, the Fees for the Service during any Renewal Term (following the Initial Term or the Extension Term if any) will increase by 4% over the Fees for the immediately previous Contract Year.

5) Payments: The total committed fees during the Initial Term of this Order Form are \$711,000 including the platform fees and committed API usage.

Customer will pay the total committed fees under this Order Form in equal quarterly installments due on the first day of the months of June, September, December and March. Spreedly will invoice Customer for each subsequent quarterly payment no less than 45 days prior to the scheduled payment date.

Year #	Payment Date 1	Payment Date 2	Payment Date 3	Payment Date 4	Totals
1	June 1, 2022	September 1, 2022	December 1, 2022	March 1, 2023	\$355,500
2	June 1, 2023	September 1, 2023	December 1, 2023	March 1, 2024	\$355,500
Total Contract Value:					\$711,000

Customer's committed usage of 170M API calls can be consumed at any point during the Initial Term. If Customer consumes more than 170M API calls during the Initial Term, Customer will be billed monthly in arrears at a rate of \$0.0023 per API call.

For the avoidance of doubt, API consumption by Customer is not limited by the payment schedule. Customer may utilize API calls at their discretion. For example, if Customer uses more than 170,000,000 API calls, Spreedly will invoice Customer monthly in arrears at the applicable API call rate for any API calls consumed more than the initial purchase volume of 170,000,000 API calls. The payment schedule in the table above will remain fixed regardless of overages.

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: 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.

[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:  _____
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Name: Justin Benson

Title: CEO

Date: 27 May 2022

priceline.com LLC

By:  _____
29331C68C611458...

Name: Jacobus Kok

Title: VP, Product Management

Date: 26 May 2022