Spreedly

ORDER FORM #1

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

To:

Publishing Services, LLC
1001 Cathedral St
Baltimore, MD 21201

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 (an "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 12 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
Platform Fee:	**$175,000**
Existing Spreedly End Points	**Unlimited**
PCI Compliant Card Storage Limit	**Unlimited**
Add New Standard PMD End Points	**Included**
Enterprise Assurance Agreement	**Included**
Network Tokenization	**Included**
Recommendation API	**Included**
One Additional Export	**Included**
API Usage Fee:	**$50,000**
Included Non-Partner API Calls (Annual)	**10,000,000**
Per API Call Rate	**$.005**

Base Annual Fee	**$225,000**

The API Usage Fee in the table above includes an initial allotment of 10,000,000 API calls. The following API calls made to partner gateways will not be counted against that allotment as long as partner remains in good standing in the Spreedly gateway partner program:

- A Purchase API call against the partner gateway
- A Capture API call against the partner gateway
- A Refund API call against the partner gateway
- A Void API call against the partner gateway
- An Authorization API call against the partner gateway

In the event Customer's actual API usage exceeds the included volumes used to determine the Base Annual Fee, Spreedly will bill

Customer monthly in arrears at a rate determined by the contract month in which the Customer first exceeds the included API volume.

- If the overage first occurs in Months 1 through 10: billed at $.01 per API call for the remainder of the contract term.
- If the overage first occurs in Month 11 through 12.5: billed at $.0075 per API call for the remainder of the contract term.

Customer may also or instead elect to renegotiate the Agreement or purchase additional blocks of 1,000,000 API calls at the contract rate of $0.005 per API call any time during the Initial Term. Each additional block of API calls purchased will conform with the current term and will be added to the API usage allotment and expire at the end of that term.

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.

4) Account Updater

Customer will pay Spreedly the initial Account Updater Fee Prepayment of $90,000, which includes the following:

Account Updater Pricing Table	
Rate per Successfully Updated Card	$0.18
Quantity of Pre-purchased Card Updates	500,000
Account Updater Fee Prepayment	$90,000

Customer has elected to participate in Spreedly's Account Updater program, at a cost of $0.18 per successfully updated card. Customer will prepay $90,000 for use of the service, and that fee will be debited each time the account updater service is performed and fees are accrued. Customer will be invoiced an additional $90,000 only when the remaining balance falls below $10,000 Customer may submit payment via ACH or wire transfer within 7 days of invoice receipt. Customer may cancel participation in the Account Updater program at any time via written notification emailed to success@spreedly.com. Pricing for the Account Updater service may change at any time, based on the card networks and/or Spreedly's third party service provider. Should a price change occur, Spreedly will give Customer ninety days notification of the impending change.

4) Payments:

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.

[Signatures on Next Page]

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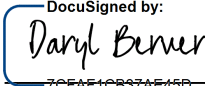
Spreedly, Inc.

By: _Nellie Vail_
BE108849DB624F9...

Name: Nellie Vail

Title: CFO

Date: 4/27/2022

Publishing Services, LLC

By: _Daryl Berver_
7CFAF1CB37AE45D...

Name: Daryl Berver

Title: COO

Date: 4/27/2022