



CONFIDENTIAL

ORDER FORM #1**Spreedly, Inc.**

300 Morris Street
Suite 400
Durham, NC 27701

To: Landon Stafford**Customer Legal Name:** Groups360 LLC**Billing Address:** 103 Powell Ct, Brentwood, TN 37027**Sales Rep:** Helen Kruskamp**Order Form Issued:** November 15, 2022**Offer Valid Until:** December 20, 2022**Service Level:** Professional Tier

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 December 16, 2022 (the "Order Form Effective Date") and is subject to the Agreement (as defined below), which is hereby incorporated by reference. For purposes of this Order Form, "Agreement" means that certain Enterprise Service Agreement, dated December 16, 2022, by and between Spreedly, Inc. and Groups360 LLC.

In accordance with Section 14.10 of the Agreement, in the event of any conflict between the terms of the Agreement and this Order Form, the Agreement will govern unless an express cross-reference is made in this Order Form to the relevant conflicting provision of the Agreement and the Parties have expressly agreed herein to modify or alter the referenced conflicting provision of the Agreement. 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 one (1) month, after which this Order Form will automatically renew for successive 1-month periods (each, a "Renewal Term" and, together with the Initial Term, the "Term") Customer may terminate this Order Form on thirty (30) days written notice to Spreedly. Spreedly may terminate this Order Form on ninety (90) days written notice to Customer.

2) Platform Fees

Each month, Customer will pay Spreedly a "Monthly Platform Fee" in the amount of \$10,000, in consideration of which Spreedly will provide to Customer the following services:

- Universal Vaulting and Tokenization,
- Security Suite (MFA, RBAC, SSO),
- Unlimited PCI Compliant Card Storage,
- Access to all Spreedly gateway connectors,
- Access to all Spreedly PMD Receiver endpoints, and
- Access to 3DS2 services, ApplePay, and GooglePay.

3) API Usage Fees

Spreedly will invoice Customer monthly in arrears at the rate of \$0.01 for any API calls made during the previous month of service ("API Usage Fee").

4) Minimum Fee Commitment

The "Minimum Fee Commitment" (as further described below) under this Order Form is \$50,000. In the time either party provides notice of non-renewal or otherwise terminates this Order Form when the total billable Fees have not reached \$50,000, Customer agrees to pay the difference between the Minimum Fee Commitment and the total billable Fees so that Spreedly receives no less than \$50,000 under this Order Form irrespective of any qualifying discounts applied.

5) Support Services

Spreedly will provide the Support Services per the Support Service Terms posted at <https://www.spreedly.com/support-services-terms> at the Professional Support level.

6) Discount

If this Order Form becomes effective on or before December 20, 2022, Spreedly will apply a \$5,000 discount to each of the first three monthly invoices to Customer (for a total discount of \$15,000).



CONFIDENTIAL

7) Payments

All payments are subject to the terms prescribed in Section 7 of the Agreement. Each Monthly Platform Fee shall be invoiced and paid in accordance with the terms of Section 7 of 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: WENAUS31
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.

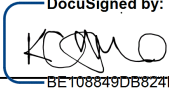
[Signatures on Next Page]



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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.**Groups360 LLC**

By:  BE108849DB824F9...
Name: Nellie vail
Title: CFO
Date: 12/16/2022

By: David J. Cheek
Name: David Cheek
Title: CFO
Date: 12/16/22

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