



AMENDMENT TO SERVICE AGREEMENT

(Converting to Order Forms)

This Amendment (the “**Order Form Amendment**”) is effective as of May 9th, 2022 (the “**Amendment Effective Date**”), pursuant to the Service Agreement, dated May 9th, 2017 (the “**Agreement**”), between Spreedly, Inc., (“**Spreedly**”) and Utility Warehouse Ltd, (“**Customer**”). Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Agreement.

Pursuant to Section 15 of the Agreement the parties hereby agree as follows:

1. Section 5 and the corresponding pricing Exhibit A is hereby deleted in its entirety and replaced with the following:
 - 5 Fees and Payment.
 - a. Fees. Customer will pay to Spreedly the fees and charges described in each Order Form entered into by Customer and Spreedly (the “Fees”) in accordance with such Order Form and this Section 5. All purchases are final, all payment obligations are non-cancelable and (except as otherwise expressly provided in this Agreement or in the applicable Order Form) all Fees once paid are non-refundable.

“Order Form” means each order executed by Customer and Spreedly (in a form substantially similar to the Schedule A) that references this Enterprise Services Agreement. All terms and conditions set forth in this Agreement are automatically incorporated in and deemed part of each such Order Form. Unless otherwise stated in the applicable Order Form, its terms and conditions of any are independent of, and have no impact upon the provisions of any other Order Form.
 - b. Taxes. All payments to be made under this Agreement will be made in cleared funds, without any deduction or set-off, and free and clear of, and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any government, fiscal or other authority, save as required by law. If Customer is compelled to make any such deduction, it will pay Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.
 - c. Payment. Customer will make all payments in US dollars. Unless otherwise set forth in an applicable Order Form, all invoiced amounts are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and notifying Spreedly of any changes to that information.
 - d. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available under this 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.
2. As of the Amendment Effective Date, all other references in the Agreement to Exhibit A will refer to the pricing under the applicable Order Form.
3. Except as expressly set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment will govern the relationship between the parties.

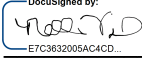
[Signatures on Next Page]



CONFIDENTIAL

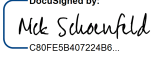
The Parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.

By: 

Nellie Vail
Name: _____
CFO
Title: _____
06 May 2022 | 10:28 AM PDT
Date: _____

Utility Warehouse Ltd.

By: 

Nick Schoenfeld
Name: _____
Nick Schoenfeld
Title: _____
06 May 2022 | 5:12 PM BST
Date: _____



CONFIDENTIAL

SCHEDULE A**ORDER FORM [#]**

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

To:
Customer Legal Name:
Tax ID:
Billing Address:
Sales Rep:

Order Form Issued:**Offer Valid Until:**

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**2) Platform Fees:****3) API Usage Fees:****4) Account Updater:****5) 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.

SAMPLE ONLY DO NOT SIGN



ORDER FORM #1

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

To:
Utility Warehouse, Ltd.
Network HQ, 508 Edgeware Rd, The Hyde
London NW9 5AB

Order Form Issued: 5/5/22

Offer Valid Until: 5/9/22

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 36 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	Year 2	Year 3
Platform Fee:	\$75,000	\$78,750	\$82,687
Existing Spreedly End Points	Unlimited	Unlimited	Unlimited
PCI Compliant Card Storage Limit	Unlimited	Unlimited	Unlimited
Add New Standard PMD End Points	Included	Included	Included
Enterprise Assurance Agreement	Included	Included	Included
API Usage Fee:	\$75,000	\$75,000	\$75,000
Included API Calls (Annual)	15,000,000	15,000,000	15,000,000
Per API Call Rate	\$.005	\$.005	\$.005
Base Annual Fee	\$150,000	\$153,750	\$157,687

After the Initial Term, the Platform Fee will increase 5% for each Renewal Term.

In the event Customer's actual API usage exceeds the allotment of API Calls for that year, Spreadly will bill Customer monthly in arrears at .0075 USD per excess API call.

Customer may also or instead elect to purchase additional blocks of 5,000,000 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 Spreadly the initial Account Updater Fee Prepayment of \$48,600, which includes the following:

Account Updater Pricing Table	
Rate per Successfully Updated Card	\$0.18
Quantity of Pre-purchased Card Updates	270,000
Account Updater Fee Prepayment	\$48,600

Customer has elected to participate in Spreadly's Account Updater program, at a cost of \$0.18 per successfully updated card. Customer will prepay \$48,600 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 \$48,600 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@spreadly.com. Pricing for the Account Updater service may change at any time, based on the card networks and/or Spreadly's third party service provider. Should a price change occur, Spreadly 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
 Spreadly, 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.

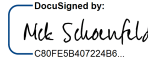
Utility Warehouse, Ltd.

By:  _____
ETC3632005AC4CD...

Name: Nellie Vail

Title: CFO

Date: 06 May 2022 | 10:28 AM PDT

By:  _____
C80FE58407224B6...

Name: Nick Schoenfeld

Title: CFO

Date: 06 May 2022 | 5:12 PM BST

Certificate Of Completion

Envelope Id: C43A4E8310B64DA79BC15F58E69A9542

Status: Completed

Subject: Amendment (Spreedly, Inc. and Utility Warehouse)

Source Envelope:

Document Pages: 6

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

UW contracts

AutoNav: Enabled

Network HQ, 508 Edgware Road

Envelopeld Stamping: Enabled

The Hyde

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

London, London NW9 5AB

contracts@utilitywarehouse.co.uk

IP Address: 35.185.192.36

Record Tracking

Status: Original

Holder: UW contracts

Location: DocuSign

06-May-22 | 17:09

contracts@utilitywarehouse.co.uk

Signer Events**Signature****Timestamp**

Nick Schoenfeld

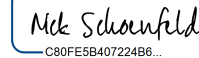
nschoenfeld@uw.co.uk

CFO

Utility Warehouse Limited

Security Level: Email, Account Authentication
(None)

DocuSigned by:


C80FE5B407224B6...

Sent: 06-May-22 | 17:09

Viewed: 06-May-22 | 17:12

Signed: 06-May-22 | 17:12

Signature Adoption: Pre-selected Style

Signed by link sent to nschoenfeld@uw.co.uk

Using IP Address: 81.148.253.59

Electronic Record and Signature Disclosure:

Accepted: 06-May-22 | 17:12

ID: 67745999-c733-4a42-a22a-9d0de3d96343

Nellie Vail

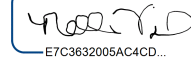
nellie@spreedly.com

VP of Finance

Spreedly, Inc.

Security Level: Email, Account Authentication
(None)

DocuSigned by:


E7C3632005AC4CD...

Sent: 06-May-22 | 17:12

Viewed: 06-May-22 | 18:23

Signed: 06-May-22 | 18:28

Signature Adoption: Drawn on Device

Signed by link sent to nellie@spreedly.com

Using IP Address: 107.15.37.187

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 06-May-22 | 18:23

ID: 569f1449-f76d-4242-9c7f-b5718b9e871c

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

dfry@spreedly.com

dfry@spreedly.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 06-May-22 | 17:09

Viewed: 06-May-22 | 17:47

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	06-May-22 17:09
Certified Delivered	Security Checked	06-May-22 18:23
Signing Complete	Security Checked	06-May-22 18:28
Completed	Security Checked	06-May-22 18:28

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, UTILITY WAREHOUSE LTD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact UTILITY WAREHOUSE LTD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sbaron@utilitywarehouse.co.uk

To advise UTILITY WAREHOUSE LTD of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at sbaron@utilitywarehouse.co.uk and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from UTILITY WAREHOUSE LTD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to sbaron@utilitywarehouse.co.uk and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with UTILITY WAREHOUSE LTD

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to sbaron@utilitywarehouse.co.uk and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify UTILITY WAREHOUSE LTD as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by UTILITY WAREHOUSE LTD during the course of my relationship with you.