Order Form Valid Until: January 15, 2024



ORDER FORM #1

Advanced Vault

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

To: Eric Lutz Order Form Issued: December 8, 2023

Customer Legal Name: Olive Travel Inc. Tax ID: 88-4068796

Billing Address: 246 Monte Grigio Drive, Pacific

located at https://www.spreedly.com/terms-of-service.

Palisades, CA 90272 Sales Rep: Danish Siddiqui

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 January 13, 2024 (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, or, in the absence of an ESA, the Spreedly Terms of Service

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 applicable 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 60 days written notice to Spreedly. Spreedly may terminate this Service Order on 90 days written notice to Customer.
- **2) Platform Fees.** Each month, Customer will pay Spreedly the "Monthly Platform Fee" in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:
 - access to Level 1 PCI Compliant Card Storage and Tokenization;
 - connections to any of Spreedly's Supported Gateway integrations;
 - use of existing 3DS2 services and gateway Supported Payment Methods; and
 - all currently available Payment Method Distribution receiver endpoints.

Table 1			
Monthly Platform Fee: API Usage Fee - \$0.0200	\$1,500		
Business Support	Included		
Committed Monthly Fees	\$1,500		

3) API Usage Fees. If this Order Form becomes effective on or before 15 Jan., 2024 Spreedly will apply a one-time discount of \$1,500 applied in equal installments of \$750 to the first two month's invoices for Monthly Platform Fees.

In addition to the Monthly Platform Fee, Spreedly will bill Customer an "API Usage Fee" monthly in arrears at a rate of \$0.0200 per API call to the Spreedly Platform.

5) Support Services. Customer has selected Business Support. Upon payment of the applicable fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms posted at https://www.spreedly.com/support-services-terms at the support level specified in this Order Form.



6) Payments. Customer will pay the total Committed Monthly Fees for the first month of services within thirty (30) days of the Order Form Effective Date. Thereafter, Customer will pay the total Fees within thirty (30) days of Spreedly's invoice date. All payments are subject to the terms prescribed in the Agreement.

Customer may pay all amounts due under this Agreement by credit card on file.

If paying by credit card, Customer authorizes Spreedly to periodically charge the credit card on file with Spreedly for the service fees stated in this Order Form. Customer will be subject to any additional terms presented by the third party payment processor and Customer is responsible for keeping such credit card information up to date.

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.

[Signatures on Next Page]



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.		Olive Travel Inc.		
By: Name:	DocuSigned by: BE108849DB824F9 Nellie Vail	By: Name:	Eric Lutz	
Title:	CF0	Title:	Chief Executive Officer	
Date:	1/11/2024	Date:	1/11/2024	