

**ORDER FORM #1**

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

To:
Customer Legal Name: Grabango Co.
Billing Address: 2000 Alston Way, #60
 Berkeley, CA 94701

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, or, in the absence of an ESA, the Spreedly Terms of Service located at <https://www.spreedly.com/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 Documentation.

1) Order Form Term. Unless otherwise terminated in accordance with the Agreement, the initial term of this Agreement will be for a period of one (1) year from the Order Form Effective Date (the "Initial Term"). Thereafter, this Order Form will automatically renew for successive one-year 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 not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service hereunder will be deemed a "Contract Year".

2) Platform Fees. Customer will pay Spreedly an "**Base Annual Fee**" which entitles Customer to the services set out in Table 1 below.

Table 1

Enterprise Pricing	
Enterprise Platform Fee	\$79,500
Enterprise Assurance Agreement	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
API Usage Fee	\$7,500
Included API Calls	1,500,000
Cost per API Call	\$0.005
Total Base Annual Fee	\$87,000.00

Customer is pre-purchasing 1,500,000 API calls at a cost of \$0.005 per call to be consumed over the Initial Term. Spreedly will invoice Customer monthly in arrears at a rate of \$0.0075 per API call for any API call consumed more than the initial purchase volume of 1,500,000. During any Renewal Term, Customer will purchase a minimum of 1,500,000 API calls in each subsequent Contract Year.

3) Renewal Terms Fees: The Enterprise Platform Fee will increase by 3% over the prior Contract Year in each successive Renewal Term.

4) Account Management. All enterprise accounts benefit from support prioritization and a named account manager.

**5) Payments:**

Customer will pay the Total Base Annual Fee in equal quarterly installments, with the first installment due and payable within 30 days of the Order Form Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment 30 days prior to the three, six, and nine, month anniversaries of the Order Form Effective Date (a "Quarterly Renewal Date"), with such amounts due and payable prior to the relevant Quarterly Renewal Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced 30 days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable prior to the Annual Renewal Date.

Customer may elect to pay all amounts due under this Agreement 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

- (b) check delivered to the address specified in the relevant invoice.

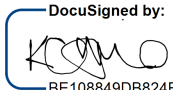
[Signatures on Next Page]



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.

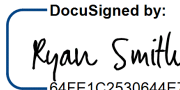
By:  BE108849DB824E9

Name: Nellie Vail

Title: CFO

Date: 9/20/2022

Grabango Co.

By:  64EE1C2530644E7

Name: Ryan Smith

Title: CTO

Date: 9/20/2022