

**ORDER FORM #2**

**Spreedly, Inc.**  
300 Morris Street  
Suite 40  
Durham, NC 27701

**To:** Ben Flexner  
**Customer Legal Name:** Secure Identity, LLC, d.b.a. CLEAR  
**Billing Address:** 65 East 55th St., New York, NY 10022  
**Spreedly Representative:** Helen Kruskamp

**Order Form Issued:** August 23, 2022

**Offer Valid Until:** August 31, 2022

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) Account Updater

Customer has elected to participate in Spreedly's Account Updater program at a cost of \$0.12 per successfully updated card. Customer is committing to purchase 500,000 successful updates each month for three (3) consecutive months beginning on the Order Form Effective Date, for a total of 1,500,000 successful updates.

Customer may cancel participation in the Account Updater program at any time via a written notification emailed to [enterprise@spreedly.com](mailto:enterprise@spreedly.com). Pricing for the Account Updater service may change at any time, based on the card networks and/or our third party service provider. Should a price change occur, Spreedly will give Customer ninety (90) days notification of the impending change.

Account Updater Pricing Table	
Cost per Successfully Updated Card	\$0.12
Prepurchased Card Updates Monthly for 3 Months	1,500,000
Account Updater Fee	\$180,000

### 2) Additional Purchase

Parties agree that Customer has the option to purchase an additional 3,000,000 successful updates at a rate of \$0.12 per update by executing a new Order Form subject to the Agreement. Customer may purchase the additional updates under these terms at any time on or before December 15, 2022.

### 3) Payments

All payments are subject to the terms prescribed in Section 6 of the Agreement. Customer will be billed \$60,000 per month for three (3) consecutive months beginning on the Order Form Effective Date. The first and each subsequent monthly payment will be due in full within 15 days of the monthly Invoice Date. Customer may submit payment via ACH or wire transfer within 15 days of invoice receipt. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

Customer may elect to pay all amounts due under this Agreement either by:

- (a) ACH payment or wire transfer to the following account:



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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.

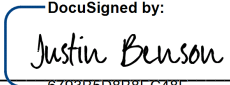
[Signatures on Next Page]



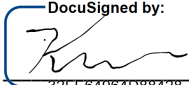
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The Parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

**Spreedly, Inc.**

By:  DocuSigned by:  
6793B5D8B8EC48E...  
Name: Justin Benson  
Title: CEO  
Date: 8/30/2022

**Secure Identity, LLC, d.b.a. CLEAR**

By:  DocuSigned by:  
32FE64964D88428...  
Name: Ken cornick  
Title: President  
Date: 8/30/2022