

**ORDER FORM #1**

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

To: Kevin Bently, VP of Technology & Automation
Customer Legal Name: New England Authentic Eats, LLC
Tax ID: 611903885
Billing Address: 600 Providence Highway, Second Floor
Dedham, MA 02026
Sales Rep: Shawn Curtis

Order Form Issued: March 30, 2022

Offer Valid Until: March 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) Order Form Term: The Initial Term of this Order Form is 12 months. Thereafter, this Order Form shall 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 this Agreement not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term.

2) Commercial Fees:

Annual Platform Fees and API Usage Fees shall be billed to the Customer in accordance with the table below.

Approved Accelerator Commercials (Applies to the Initial Term only)	
Annual Enterprise Platform Fee	\$55,000
API Usage Fee	\$0.00750 per API call

Approved Enterprise Commercials (Applies to any subsequent Renewal Term)	
Annual Enterprise Platform Fee	\$75,000
API Usage Fee	\$0.0050 per API call

Spreedly will bill Customer monthly in arrears at the rate of \$0.0075 per API call for any API calls consumed for the Initial Term of the contract, and at the then-current rate for any subsequent Renewal Term in accordance with the table above.

Customer may opt to pre-purchase 2,000,000 API calls at the start of the Initial Term at a 10% discount (equivalent to \$1,500).

☒ Yes, Customer elects to pre-purchase 2,000,000 API calls for \$13,500. Pre-purchased API calls are valid during the Term that they are purchased and expire coterminous with this Order Form.

☐ No, Customer declines to pre-purchase API calls and will pay for API usage monthly in arrears.

3) One-time signing discount: Spreadly shall apply a one-time \$5,000 discount to the Initial Term. This discount is contingent upon an Order Form Effective Date of no later than March 31, 2022.

4) Fee increases:

The Annual Platform Fee and API Usage Fee shall be billed in accordance with the tables in Section 2 during the Initial Term and the first Renewal Term. The Annual Platform Fee and all API usage fees will increase 5% annually beginning in any Renewal Term after Year 2 and any successive Renewal Term. For example, in Year 3, the Annual Platform Fee will increase to \$78,750 and the cost per API call will increase to \$0.00525 per API call.

5) Payments:

All payments are subject to the terms prescribed in Section 7 of the Agreement. Customer will pay the Base Annual Fee for the Initial Term in equal quarterly installments of \$15,875 (\$50,000 platform fee + \$13,500 pre-paid API usage), with the first installment due and payable within 30 days of the Invoice Date. Spreadly shall invoice Customer for each subsequent quarterly payment 30 days prior to the three, six, and nine-month anniversaries of the Effective Date (a "**Quarterly Renewal Date**"), with such amount due and payable prior to the relevant Quarterly Renewal Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term shall be invoiced 30 days prior to the anniversary of the Effective Date ("**Annual Renewal Date**") and shall 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: 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.

Spreadly, Inc.

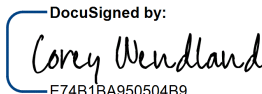
By:  _____
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Name: Justin Benson

Title: CEO

Date: 3/30/2022

New England Authentic Eats, LLC

By:  _____
E74B1BA950504B9...

Name: Corey Wendland

Title: CFO

Date: 3/30/2022