

**ORDER FORM #1**

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

To:
Customer Legal Name: Datacap Systems, Inc
Tax ID:
Billing Address: 100 New Britain Blvd
 Chalfont, PA 18914
Sales Rep: Don Sellazzo

Order Form Issued: July 7, 2022

Offer Valid Until: July 22, 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. Unless otherwise terminated in accordance with the Agreement, the initial term of this Order Form will be for a period of 12 months from the Order Form Effective Date (the "**Initial Term**"). 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 hereunder will be deemed a "Contract Year".

2) Pricing. For each Contract Year during the Initial Term, Customer will pay Spreedly a "**Base Annual Fee**" which entitles Customer to the services set out in Table 1 below. In addition to the Base Annual Fee, Spreedly will bill Customer an API Usage Fee monthly in arrears at a rate of \$0.015 per API call.

Table 1

Enterprise Pricing Table	
Base Annual Fee:	\$25,000
Enterprise Support & SLAs	Included
PCI Compliant Card Storage Limit	Unlimited
API Usage Fees:	
Rate per API Call	\$0.015

3) Renewal Term Fees: Except as otherwise agreed by the Parties in writing, the Annual Platform Fee and API Usage Fee will increase by 6% over the prior Contract Year in each successive Renewal Term. For example, the Annual Platform Fee will be \$26,500 in the first Renewal Term.

4) Account Updater Fees: Customer has elected to participate in Spreedly's Account Updater service, at a cost of \$0.20 per successfully updated card.

Due to fees imposed by the card networks and/or third-party service providers, Fees for the Account Updater service are subject to change at any time. Spreedly will notice Customer no less than ninety (90) days' prior to a price change for the Account Updater.



5) Support Services. 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: All payments are subject to the terms prescribed in the Agreement. Customer will pay all fees within 30 days of the invoice date. For each subsequent Renewal Term, customer will be invoiced 30 days prior to the anniversary of the Order Form Effective 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.

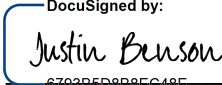
[Signatures on Next Page]



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: 
6793B5B8B8EC48E...

Name: Justin Benson

Title: CEO

Date: 7/22/2022

Datacap Systems, Inc.

By: 
52E06654B5C2412...

Name: Gale Peters

Title: Senior Vice President

Date: 7/22/2022