



## ORDER FORM #1

### Spreedly, Inc.

300 Morris Street  
Suite 400  
Durham, NC 27701

### SUEZ North America, Inc

461 From Rd, Suite 400  
Paramus, NJ 07652

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 this Agreement, the initial term of this Agreement shall be for a period of one (1) year from the Effective Date (the "Initial Term"). Thereafter, this Agreement 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) Platform Fees:

Customer will pay Spreedly a "Base Annual Fee" for each 12 months of service in accordance with the pricing table below, which will entitle Customer to the following services for the duration of the Contract Year:

Enterprise Pricing Table 1	
<b>Enterprise Platform Fee</b>	<b>\$81,000</b>
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
<b>Total Base Annual Fee</b>	<b>\$81,000</b>

### 3) API Usage Fees:

Enterprise API Pricing Table 2	
<b>API Usage Fee</b>	<b>\$30,000</b>
Included Non-Partner API Calls	5,000,000
Included Partner API Call	Unlimited
Cost per API Cal	\$0.0060

**4) Payments:****Total fees owed under this contract:**

<b>Platform plus API Usage</b>	
<b>Enterprise Platform Fee (Table 1)</b>	<b>\$81,000</b>
<b>API Usage Fee (Table 2)</b>	<b>\$30,000</b>
<b>Total Annual Fee</b>	<b>\$111,000.00</b>

Customer will pay the Base Annual Fee for the first year of the Initial Term in full within 30 days of the Effective Date. Each subsequent annual payment 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. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off, and free and clear of, and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any government, fiscal or other authority, save as required by law. If Customer is compelled to make any such deduction, it will pay Spreadly such additional amounts as are necessary to ensure receipt by Spreadly of the full amount which Spreadly would have received but for the deduction.

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.

**Spreedly, Inc.**

DocuSigned by:  
*Justin Benson*  
By: Justin Benson  
Name: Justin Benson  
Title: CEO  
Date: 3/8/2022

**SUEZ North America, Inc**

DocuSigned by:  
*Mike Algranati*  
By: Mike Algranati  
Name: Mike Algranati  
Title: VP, Treasurer  
Date: 3/8/2022