

**ORDER FORM #1**

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

To:
Customer Legal Name: Hopper, Inc
Tax ID:
Billing Address: 1-5795 Avenue De Gasp,
Montreal, Quebec H2S 2X3
Canada
Sales Rep: Don Sellazzo

Order Form Issued: June 29, 2022

Offer Valid Until: June 30, 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**”) dated May 25, 2021 that is currently in force between the Parties. This Order Form terminates and supersedes the previous Order Form (referred to by the Parties as Exhibit A of the Agreement).

In the event of any conflict between the terms of the Agreement and this Order Form, the Agreement 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 24 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 an “**Base Annual Fee**” which entitles Customer to the services set out in Table 1 below.

Customer is pre-purchasing 90,000,000 API calls for Each Contract year at a cost per API call rate of \$0.0019 during the Initial Term.

Table 1

Enterprise Pricing Table		
	Year 1	Year 2
Enterprise Platform Fee:	\$150,000	\$150,000
Enterprise Support & SLAs	Included	Included
Existing Spreedly Endpoints	Unlimited	Unlimited
PCI Compliant Card Storage Limit	Unlimited	Unlimited
Add New Standard PMD Endpoints	Included	Included
API Usage Fee:	\$171,000	\$171,000
Included API Calls	90,000,000	90,000,000
Cost per API Call	\$0.0019	\$0.0019
Total Base Annual Fee	\$321,000	\$321,000

**API Usage Fees**

The API Usage Fee in the table above includes an initial allotment of 90,000,000 API calls in Years 1 and 2. In the event Customer's actual API usage exceeds the included volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears at the contract rate in accordance with the table above (\$0.0019 per API call) for the remainder of the contract term.

Customer may also or instead elect to purchase additional blocks of 5,000,000 API calls at the contract rate in accordance with the table above (\$0.0019 per API call) any time during the Initial or Renewal Term. Each additional block of API calls purchased will conform with the current Contract Year and will be added to the API usage allotment and expire at the end of that Contract Year.

Enterprise Account Management

All enterprise accounts benefit from support prioritization and a named account manager.

3) Support Services. Upon payment of the applicable fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms in the Agreement. Spreedly will provide Hopper with a shared Slack channel for support communications at no additional charge and will respond to technical questions posed within the shared Slack channel as soon as practicable, but in no event shall such response time exceed 48 business hours.

4) Payments: Customer will pay the Base Annual Fee for the Initial Term in equal quarterly installments, with the first installment due and payable within 30 days of the invoice Date. Spreedly 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: 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.

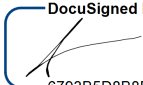
[Signatures on Next Page]



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.

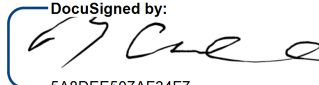
By:  6793B5D8B8EC48E...

Name: Justin

Title: CEO

Date: 7/1/2022

Hopper, Inc.

By:  5A8DEE507AF34F7...

Name: Brian Carroll

Title: VP Corporate Development; General Counsel

Date: 6/30/2022