

**ORDER FORM #2**

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

To:**Offer Valid Until:** December 31, 2023**Customer Legal Name:** OpenTable, Inc.**Billing Address:** 1 Montgomery St. Ste 500, San Francisco, CA 94104**Sales Rep:** George Waugh

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. ("Spreedly") (each a "Party" and collectively, the "Parties") as of December 31, 2023 (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 Service Agreement currently in force between the Parties, with an Effective Date of February 28, 2020, as amended.

Any conflict between the documents comprising this Order Form will be resolved by giving precedence first to this Order Form, the Agreement and finally the applicable product documentation. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Agreement or in the applicable product documentation.

1) Order Form Term. This Order Form supersedes and replaces Order Form #1 dated February 21, 2022. Spreedly will apply an invoice credit for any prepaid fees prorated for the time remaining on Order Form #1. The Initial Term of this Order Form is 12 months, after which this Order Form will automatically renew for successive 12-month periods (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless Customer has provided written notice of its intent to not renew not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term or Spreedly has provided written notice of its intent to not renew not less than one hundred and eighty (180) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a "Contract Year".

2) Platform Fees. For each Contract Year, Customer will pay Spreedly the "Annual Platform Fee" in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:

- access to Level 1 PCI Compliant Card Storage and Tokenization;
- connections to any of Spreedly's Supported Gateway integrations;
- use of existing 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$0
API Usage Fee:	\$275,000
Included API Calls - 50,000,000	
Cost per API Call - \$0.0055	
Professional Support	Included
Committed Annual Fees	\$275,000

3) API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 50,000,000 API calls to the Spreedly Platform at a cost of \$0.0055 per call ("API Usage Fee") to be utilized during the Initial Term. The total committed API Usage Fee during the Initial Term is \$275,000. Spreedly will invoice Customer monthly in arrears at the rate of \$0.0055 for any additional API call more than the initial purchase volume of 50,000,000. All pre-purchased API calls expire at the end of the Contract Year in which they were purchased.

4) Renewal Terms Fees. Except as otherwise agreed by the Parties in writing, the Annual Platform Fee and API Usage Fee will increase by 3% over the prior Contract Year in each successive Renewal Term.

5) Support Services. Customer has selected Professional Support. 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. Customer will pay the total Committed Annual Fees for the first Contract Year in full in accordance with the terms of the Agreement. Each subsequent annual payment of the Total Annual Fees will be invoiced thirty (30) days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable in accordance with the terms of the Agreement. All payments are subject to the terms prescribed in the Agreement.

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.

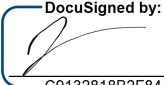
[Signatures on Next Page]



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.

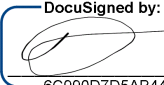
By:  C9132818B2F844A...

Name: Justin Benson

Title: CEO

Date: 12/30/2023

OpenTable, Inc.

By:  6C990D7D5AB4447...

Name: Debby Soo

Title: Chief Commercial officer

Date: 12/29/2023