STATEMENT OF WORK # 3

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

To: Jose Rodriguez   **Date Issued:** April 23, 2024
Customer Legal Name:
Delivery Hero Uruguay MarketPlace S.A.
RUT Number: 216639270017
Billing Address: 759 Plaza Independencia,
Montevideo, Departamento de Montevideo, 11000
Uruguay

This Statement of Work ("SOW") 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 "SOW Effective Date") and is subject to the Professional Services Agreement dated December 3, 2020.

In the event of any conflict between the terms of the Agreement and this SOW, this SOW will govern. Capitalized terms used but not defined in this SOW have the meanings set forth in the Agreement or in the applicable documentation at https://docs.spreedly.com/.

    1.   <u>Services</u>. Spreedly will provide the following Professional Services in accordance with the specifications set out in this SOW:

        1.1.   Spreedly will build support for the Network Token based payments (as indicated in the applicable documentation here: https://docs.spreedly.com/guides/network-tokenization/) on Plexo (as indicated in the applicable documentation here: https://docs.spreedly.com/payment-gateways/plexo/).

    2.   <u>Deliverables</u>.

        2.1.   Update Active Merchant with support for new payment method type.
        2.2.   Update Spreedly Core with support for new payment method type, merge to production.
        2.3.   Update Spreedly Documentation.

    3.   <u>Spreedly Responsibilities</u>. Spreedly will:

        3.1.   Add new payment operations to Spreedly's Active Merchant open-source library.
        3.2.   Merge new payment method to Spreedly's core transaction services and deploy to production.
        3.3.   Test that the new payment method works with the selected gateway.
        3.4.   Publish the applicable integration documentation in Spreedly's technical documentation.

    4.   <u>Customer Responsibilities</u>. In support of the Professional Services, Customer agrees to:

        4.1.   Furnish any materials, documentation, and resources, including introductions to any third parties, necessary for Spreedly to perform the Professional Services.
        4.2.   Reasonably assist Spreedly in the performance of the Professional Services and ensure that the assigned Customer personnel have the necessary skills, knowledge, and experience to oversee the Professional Services.
        4.3.   Test the results of the Professional Services and Deliverables in accordance with the specifications and acceptance testing process specified in this SOW.

Spreedly is not responsible or liable for any delay or failure of performance arising in whole or in part by Customer's delay in performing, or failure to perform, any of its responsibilities under this SOW or the Agreement.

5. <u>Duration</u>. This SOW will commence on the SOW Effective Date and will continue coterminously with Order Form #1 dated May 26, 2022, and act or event which operates to extend or terminate this Order Form #1 will automatically extend or terminate this SOW.

6. <u>Estimated Timeline</u>. The project work will commence within two (2) to four (4) weeks of the SOW Effective Date and last for approximately two (2) to four (4) weeks. The Professional Services will be performed during Spreedly's normal business hours (9:00am-5pm EST) and workdays Monday through Friday excluding US holidays.

7. <u>Acceptance</u>. When Spreedly has identified the Professional Services under this SOW as completed, Spreedly will provide written notification (email acceptable) to Customer. Customer will have 10 business days (the "Acceptance Period") in which to determine if the Deliverables conform to the specifications in this SOW. Customer will be deemed to have accepted the Deliverables unless, prior to the expiration of the Acceptance Period, Spreedly with a detailed written description of each alleged non-conformance. In such an event, Spreedly will either confirm the non-conformance and commence work on making corrections or inform Customer that Spreedly does not agree that a non-conformance exists and provide Customer with a written explanation for Spreedly's conclusion. Each Party will provide reasonable assistance and information to one another to assist in resolving any disputes regarding Deliverables.

8. <u>Fees</u>. The consideration for the Professional Services under this SOW, Company will use 59 professional services hours from the pre-purchased professional service hours under Order Form #1 dated May 26, 2022, resulting in a balance of 81 remaining professional service hours to be used in future engagements. Non-standard migration scenarios may require more time and effort, therefore Spreedly will notify Customer if it believes that the Professional Services may exceed the estimated time and offer the services at a fee comensory for such non-standard services.

9. <u>Payment Terms</u>. For Professional Services not covered by pre-purchased hours under Order Form #1, Customer will pay to Spreedly the applicable fees within 45 days of invoice date. All payments are subject to the terms prescribed in the Agreement.

Customer may elect to pay all amounts due under this SOW 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.

If Customer fails to make any payment when due then, in addition to all other remedies that may be available, Spreedly may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.
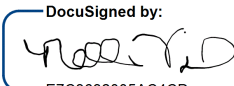
[Signatures on Next Page]

spreedly

The Parties have executed this SOW by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.
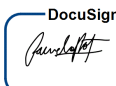
Spreedly, Inc.

By: ![signature] E7C3632005AC4CD...

Name: Nellie Vail

Title: Nellie Vail – CFO

Date: 5/7/2024

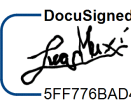**Delivery Hero Uruguay MarketPlace S.A.**

By: ![signature] 5DE1304A916143D...

Name: Pamela Potrie

Title: Director

Date: 5/7/2024

Delivery Hero Uruguay MarketPlace S.A.

By: ![signature] 5FF776BAD40E4C8...

Name: Juan Muxí Methol

Title: Managing Director

Date: 5/7/2024

ORDER FORM #Q-03840

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

To: Martin Engert, Payments Manager
Customer Legal Name: Delivery Hero Uruguay
Marketplace S.A.
RUT Number: 216639270017
Billing Address: César Cortinas 2037, Montevideo, Uruguay
Sales Rep: Luke Evans

Order Form Issued: 15 May 2024

Offer Valid Until: 26 May 2024

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. as of the last day it is signed ("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 dated June 7, 2019, as amended, currently in force between parties.

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. Term. This Order Form supersedes and replaces Order Form #1 dated May 26, 2022. The Initial Term of this Order Form is 24 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 either party has provided written notice of its intent to not renew not less than 60 days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a "Contract Year". The services and Initial Term will begin May 26, 2024.

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			
	Year 1	**Year 2**	**Gross annual fees after 12% tax retention "gross up"**
Annual Platform Fee:	$405,000.00	$405,000.00	$453,600
API Usage Fee:	$587,500.00	$587,500.00	$658,000
Included API Calls – 2,500,000,000			
Cost per API Call – $0.00047			
Premium Support	$75,000.00	$75,000.00	$84,000
Professional Services (see section 7)	$38,400.00	$38,400.00	$42,008
Advanced Vault (see section 5)	$180,000.00	$180,000.00	$201,600
Committed Annual Fees	**$1,285,900.00**	**$1,285,900.00**	**$1,439,208**

3. API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 2,500,000,000 API calls to the Spreedly Platform at a cost of $0.00047 per call ("API Usage Fee") to be utilized during the Initial Term. If Customer exceeds 2,500,000,000 API calls in the Initial Term, Spreedly will charge Customer monthly in arrears at a rate of $0.00047 ("API Usage Fee") for any additional API calls more than the pre-purchased volume of 2,500,000,000.

4. <u>Renewal Fees</u>. Except as otherwise agreed by the Parties in writing, this Order Form will automatically renew as described in Section 1 at the same committed API usage and the Annual Platform Fee and API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

5. <u>Advanced Vault</u>. Spreedly's Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 2 below or (ii) the minimum committed fee of $15,000.00 per month. Customer has committed to enroll 3,000,000 payment methods in Spreedly's Advanced Vault service for the minimum committed fee of $15,000.00 per month.

Costs are exclusive of fees imposed by the card associations and/or third-party service providers (e.g. card updates, tokenization, etc.) which will be passed through to Customer and are subject to change at any time. For the avoidance of doubt, Customer will still be charged the third party fee each time a payment card is updated. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees.

Table 2			
Tier	# of Payment Methods	Monthly Fee Per Method	Minimum Monthly Fee
1	3,000,000 – 4,999,999	$0.005	
2	5,000,000 – 9,999,999	$0.004	
3	10,000,000 – 14,999,999	$0.0038	$15,000
4	15,000,000 – 19,999,999	$0.0035	
5	20,000,000 +	$0.0030	

By using Advanced Vault, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform. Customer authorizes Spreedly to act on Customer's behalf to (i) request and retain a Token Requestor ID from applicable card issuers, and (ii) use the Token Requestor ID to provision network tokens where available.

6. <u>Support Services</u>. Customer has elected to upgrade to Premium Support. Upon payment of the applicable fees, Spreedly will provide the technical support services in accordance with the applicable Premium Support Services Terms in the Agreement.

7. <u>Professional Services</u>. The terms of Statement of Work #3 dated May 7, 2024 ("SOW #3") are hereby renewed for the duration of this Order Form. Any act or event which operates to extend or terminate this Order Form will automatically extend or terminate SOW #3. A copy of the SOW #3 is attached hereto for convenience.

Customer is pre-purchasing Professional Services hours to be used within the Initial Term. Unused professional services hours will expire at the end of each Contract Year as provide in Table 3 below. Where commercially feasible, Spreedly will prioritize professional services requests made by Customer.

Table 3			
Rate Card			
Professional Services Hours Purchased	400 total hours	Year 1 - 200 hours	Year 2 - 200 hours
Professional Services Hourly Rate	$192 per hour	If the 200 annual hours are exceeded in a single Contract Year, the Customer may purchase additional hours at the same $192 per hour rate.	

8. <u>Payments</u>. All payments are subject to the terms prescribed in the Agreement and are due and payable within 45 days of the invoice date. Customer will pay the Committed Annual Fees in Table 1 for the applicable Contract Year in equal monthly and quarterly installments in accordance with the following schedule:

Payment Schedule

Quarterly		
Annual Platform Fees, Premium Support, and Professional Services Fees		
Number of Payments	Net Payment	Gross Payment
4	$129,600	$144,902
Monthly		
API Usage Fees and Advanced Vault		
Number of Payments	Net Payment	Gross Payment
12	$63,958.34	$69,833.34

For the avoidance of doubt, use of the services is not limited by the payment schedule. Customer may utilize any and all of the committed API calls during the Initial Term at their discretion. The payment amounts in the foregoing table are for Customer's convenience only and may be adjusted by Spreedly if Customer's usage of the Spreedly services exceeds the volumes included in the Committed Annual Fees in Table 1.

The first installments will be due and payable within 45 days of the invoice date. A tax gross-up of 12% will be added to each quarterly installment as noted in the payment schedule above. Spreedly will invoice Customer for each subsequent quarterly payment at least 45 days prior to the start of the next quarter (a "Quarterly Payment Date"), with such amounts due and payable prior to the applicable Quarterly Payment Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced at least 45 days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable prior to the Annual Renewal Date.

Customer will pay for the committed API Usage Fees and applicable Advanced Vault fees monthly within 45 days of the invoice date. A tax gross-up of 12% will be added to each monthly installment as noted in the payment schedule above.

All payments to be made under this Agreement will 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, Spreedly will be entitled to "gross-up" the applicable fees in such amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction. Spreedly will include a statement of grossed up fees in Customer's invoice and provide any applicable documentation requested by the Customer in order for the customer to comply with and perform its obligations under applicable tax laws.

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

or

(b) check delivered to the address specified in the relevant invoice.

If Customer fails to make any payment when due then, in addition to all other remedies that may be available, Spreedly may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

The Parties have executed this Order Form by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.   **Delivery Hero Uruguay Marketplace S.A.**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

                                                    By: _____

                                                    Name: _____

                                                    Title: _____

                                                    Date: _____