



AMENDMENT TO SERVICE AGREEMENT

(Converting to Order Forms)

This Amendment (the "**Order Form Amendment**") is effective as of July 30, 2023 (the "**Amendment Effective Date**"), pursuant to the Service Agreement, dated February 13, 2017, as amended (the "**Agreement**"), between Spreedly, Inc., ("**Spreedly**") and Fonteva, Inc., ("**Customer**"). Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Agreement.

Pursuant to Section 15 of the Agreement the parties hereby agree as follows:

1. Section 5 and the corresponding pricing Exhibit A is hereby deleted in its entirety and replaced with the following:
 - 5 Fees and Payment.
 - a. Fees. Customer will pay to Spreedly the fees and charges described in each Order Form entered into by Customer and Spreedly (the "Fees") in accordance with such Order Form and this Section 5. All purchases are final, all payment obligations are non-cancelable and (except as otherwise expressly provided in this Agreement or in the applicable Order Form) all Fees once paid are non-refundable.

"Order Form" means each order executed by Customer and Spreedly (in a form substantially similar to the Schedule A) that references this Enterprise Services Agreement. All terms and conditions set forth in this Agreement are automatically incorporated in and deemed part of each such Order Form. Unless otherwise stated in the applicable Order Form, its terms and conditions of any are independent of, and have no impact upon the provisions of any other Order Form.
 - b. Taxes. 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.
 - c. Payment. Customer will make all payments in US dollars. Unless otherwise set forth in an applicable Order Form, all invoiced amounts are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and notifying Spreedly of any changes to that information.
 - d. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available under this Agreement, 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.
2. As of the Amendment Effective Date, all other references in the Agreement to Exhibit A will refer to the pricing under the applicable Order Form.
3. Except as expressly set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment will govern the relationship between the parties.

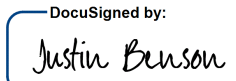
[Signatures on Next Page]



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.
("Spreedly")

DocuSigned by:


C913281852F814A
Authorized Signature

Justin Benson

Print Name

CEO

Title

7/17/2023

Date

Fonteva, Inc.
("Customer")

DocuSigned by:


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Authorized Signature

Neil Platt

Print Name

CEO

Title

7/27/2023

Date

**SCHEDULE A****ORDER FORM [#]**

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

To:
Customer Legal Name:
Tax ID:
Billing Address:
Sales Rep:

Order Form Issued:

Offer Valid Until:

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.

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**2) Platform Fees:****3) API Usage Fees:****4) Advanced Vaulting:****5) Payments:**

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.

SAMPLE ONLY - DO NOT SIGN

**ORDER FORM #1**

Spreedly, Inc.
300 Morris Street
Suite 40
Durham, NC 27701

To: Chester Ritchie
Customer Legal Name: Fonteva, Inc.
Billing Address: 4420 Fairfax Drive #500
Arlington, Virginia 22203
Sales Rep: Tina Steffey

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") as July 30, 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 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. 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 either party 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. Each 12 months of service is a "Contract Year".

2) Platform Fees. For each Contract Year, Customer will pay Spreedly an "Annual Platform Fee" which entitles Customer to the services set out in Table 1 below.

Table 1	
Annual Platform Fee	\$75,000
Existing Spreedly Endpoints	Included
PCI Compliant Card Storage	Unlimited
New Standard PMD Endpoints	Unlimited
API Usage Fee:	\$40,000
Included API Calls	8,000,000
Cost Per API Call	\$0.005
Total Annual Fees	\$115,000

3) API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 8,000,000 API calls to the Spreedly Platform at a cost of \$0.005 per call ("API Usage Fee") to be utilized during the Initial Term. The total API Usage Fee during the Initial Term is \$40,000.

Spreedly will invoice Customer monthly in arrears at the rate of \$0.005 for any additional API call more than the initial purchase volume of 8,000,000. 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 6% over the prior Contract Year in each successive Renewal Term.

5) Advanced Vaulting. Spreedly's Advanced Vaulting service will be charged monthly at the rate corresponding to the number of enrolled payment methods as set out in Table 2 below. The minimum committed fee for Advanced Vaulting is \$500 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.

For example only, if the number of enrolled payment methods in a given month of service is 25,000, Customer will be billed at the Tier 1 rate of \$0.0250 per enrolled payment method for a total of \$625, plus applicable fees imposed by the card associations and/or third-party service providers.

Table 2		
Tier	# of Payment Methods	Monthly Fee Per Method
1	0 – 149,999	\$0.025
2	150,000 – 1,499,99	\$0.02250
3	1,500,000 +	\$0.020
Estimated Advanced Vaulting Fees		
Number of Vaulted Payment Methods		25,000
Cost per method		\$0.025
Estimated Monthly Fees		\$625

By using Advanced Vaulting, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform and 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) Support Services. Customer has selected Professional. 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.

7) Payments. Customer will pay the Total Annual Fees for the first Contract Year in full within fifteen (15) days of the Order Form Effective Date. 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 prior to the Annual Renewal Date. All payments are subject to the terms prescribed in Section 5 of 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.


If Customer fails to make any payment when due then, in addition to all other remedies that may be available to Spreedly in the Agreement, 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]




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.
("Spreedly")

DocuSigned by:

C913261852F644A
Authorized Signature

Justin Benson
Print Name
CEO
Title
7/17/2023
Date

Fonteva, Inc.
("Customer")

DocuSigned by:

3A0E64A0800E4CF...
Authorized Signature

Neil Platt
Print Name
CEO
Title
7/27/2023
Date