

**ORDER FORM #1**

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

To: Vaidy Subramanian

Customer Legal Name: Mastercard International Incorporated

Billing Address: 2000 Purchase Street, Purchase, NY, 10577

Sales Rep: Helen Kruskamp

Order Form Issued: June 23, 2023

Support Level: Advanced

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 SaaS agreement currently in force between the Parties, or, in the absence of a separate written agreement, 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 Service Order is one (1) month, after which this Service Order will automatically renew for successive 1-month periods (each, a "Renewal Term" and, together with the Initial Term, the "Term"). Customer may terminate this Order Form on 30 days' written notice to Spreedly. Spreedly may terminate this Service Order on 90 days' written notice to Customer.

2) Platform Fees. Each month, Customer will pay Spreedly a "Monthly Platform Fee" in the amount of \$7,500, which entitles Customer to the following services:

- Universal Vaulting and Tokenization,
- Unlimited PCI Compliant Card Storage,
- Access to all existing Spreedly gateway connectors,
- Access to all Spreedly PMD Receiver endpoints, and
- Access to 3DS2 services, ApplePay, and GooglePay.

3) API Usage Fees. In addition to the Monthly Platform Fee, Spreedly will bill Customer an "API Usage Fee" monthly in arrears at a rate of \$0.02 per API call to the Spreedly Platform.

4) Renewal Terms Fees. Spreedly reserves the right to increase its fees under this Order Form at any time after the anniversary of the Order Form Effective Date by providing at least thirty (30) days advance written notice (email acceptable) to Customer.

5) Minimum Usage Fees. The "Minimum Fee Commitment" (as further described below) under this Order Form is \$100,000. If at the time either party provides notice of non-renewal or otherwise terminates this Order Form when the total billable Fees have not reached \$100,000, Customer agrees to pay the difference between the Minimum Fee Commitment and the total billable Fees so that Spreedly receives no less than \$100,000 under this Order Form irrespective of any qualifying discounts applied. Minimum Usage Fees are inclusive of all fees paid to Spreedly under the Agreement including Professional Services, Platform Fees, and API Usage Fees.

6) Support Services. 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 initial Monthly Platform Fee of \$7,500 for the first month of services within 30 days of the Order Form Effective Date. Thereafter, Customer will pay the total monthly Fees within 30 days of Spreedly's invoice date. All payments are subject to the terms prescribed in the Agreement.



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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.

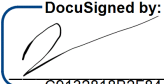
[Signatures on Next Page]



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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:  _____
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Name: Justin Benson

Title: CEO

Date: 6/30/2023

Mastercard International Incorporated

By: Sapan Mandloi

Name: Sapan Mandloi

Title: SVP, Acceptance Solutions

Date: June 30th, 2023