

**ORDER FORM #1****Spreedly, Inc.**

300 Morris Street
Suite 400
Durham, NC 27701

BMW Canada Inc.

50 Ultimate Drive
Richmond Hill, ON L4S 0C8

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, 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

Unless otherwise terminated in accordance with this Agreement, the initial term of this Agreement will be for a period of one (1) year from the Effective Date (the "Initial Term"). Thereafter, this Order Form may be renewed for successive one year periods upon written confirmation by the Customer (each, a "Renewal Term").

2) Platform Fees:

Customer will pay Spreedly a "Base Annual Fee" for each 12 months of service in accordance with the pricing table below, which will entitle Customer to the following services for the duration of the Contract Year:

Enterprise Pricing Table 1

Enterprise Platform Fee (in USD)	\$63,600
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
Total Base Annual Fee	\$63,600

3) API Usage Fees:**Enterprise API Pricing Table 2**

API Usage Fee - In addition to the Enterprise Platform Fee, Spreedly will bill Customer monthly in arrears at a rate of \$0.0075 per API call	\$0.0075 per API call
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4) Payments:

Total fees owed under this contract:

Platform plus API Usage	
Enterprise Platform Fee (Table 1)	\$63,600
API Usage Fee (Variable based on usage - Table 2)*	*Billed a month in arrears
Total Base Annual Fee	\$63,600.00

Customer will pay the Base Annual Fee for the first year of the Initial Term in full within 30 days of the Effective Date. Each subsequent annual payment will be invoiced 30 days prior to the anniversary of the Effective Date ("Annual Renewal Date") and will be due and payable prior to the Annual Renewal Date. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

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, it shall not be responsible to pay Spreedly any additional amounts.

Customer may elect to pay all amounts due under this Agreement either by:

- (a) ACH payment or wire transfer to the following account:

Receiver: Silicon Valley Bank
 ABA/Routing #: 121140399
 SWIFT Code: SVBKUS6S
 Beneficiary: 3301451580
 Spreedly, Inc.
 300 Morris Street, Suite 400
 Durham, NC 27701
 USA

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

5) Fee increases:

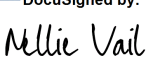
The Annual Platform Fee and all API usage fees will increase up to 6% annually in each successive Renewal Term. For example, upon written agreement between the Customer and Spreedly, the Annual Platform Fee the next Renewal Term in 2023 would increase to \$67,416 and the cost per API call would increase to \$0.00795 per API call.

[Signatures on Next Page]




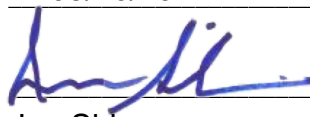
The Parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.

By: 
Name: Nellie Vail
Title: CFO
Date: 5/16/2022

BMW Canada Inc.

By: 
Name: Andrew Scott
Title: Director, BMW Brand Management
Date: 05/16/2022

By: 
Name: Ian Sideco
Title: Secretary
Date: May 16, 2022