spreedly

CHANGE ORDER TO

ORDER FORM #1

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

To: Oliver Auerbach
Customer Legal Name: Oracle America, Inc.
Tax ID:
Billing Address: 1001 Sunset Blvd.
Rocklin, CA 95765-3702
Sales Rep: Helen Kruskamp

Support Level: Advanced

This Change Order to Order Form #1 ("Change Order") entered into between Oracle America, Inc. ("Customer") and Spreedly, Inc. ("Spreedly") (each a "Party" and collectively, the "Parties") is effective as of September 30, 2022 ("Change Order Effective Date") and is subject to the Enterprise Service Agreement dated September 30, 2022 (the "Agreement").

In the event of any conflict between the terms of the Agreement and this Change Order, this Order Change will govern. Capitalized terms used but not defined in this Change Order have the meanings set forth in the Agreement or in the Documentation.

Change to Order Form #1

The Parties entered into an order form for services on September 30, 2022 (Order Form #1) that incorrectly named Oracle Global Services Romania S.R.L. as the Customer. The Parties hereby correct that error and recognize all rights, duties and obligations under Order Form #1 are properly assumed by Oracle America, Inc. All other terms of Order Form #1, attached hereto and incorporated by reference as Exhibit A, remain unchanged.

The Parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.
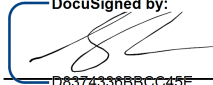
Spreedly, Inc.	**Oracle America, Inc.**
By: ─6793B5D8B8EC48E...	By: ─D8374336BBCC45E...
Name: Justin Benson	Name: Simon de Montfort Walker
Title: CEO	Title: Svp / GM fbgbu
Date: 11/11/2022	Date: 11/11/2022

spreedly

EXHIBIT
A

ORDER FORM #1

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

To: Oliver Auerbach
Customer Legal Name: Oracle Global Services Romania S.R.L.
Tax ID:
Billing Address: Sector 1, No. 246C Calea Floreasca
Sky Tower Building, Floors 24 to 31, Bucharest, B 014476, RO
Sales Rep: Helen Kruskamp

Order Form Issued: September 15, 2022

Offer Valid Until: September 30, 2022

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 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 this Agreement not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service hereunder will be deemed 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 the table below.

Approved Enterprise Pricing	
	Year 1
Annual Platform Fee	**$90,000**
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
Advanced-Tier Support Subscription	Included
API Usage Fee	**$150,000**
Committed APIs during initial term	60,000,000
Cost per API call	$0.0025
Total Annual Fees	**$240,000**

3) API Usage Fees

In addition to the Annual Platform Fee, Customer is pre-purchasing 60,000,000 API calls for use during the Initial Term at a cost per API call rate of $0.0025 ("API Usage Fee"). Spreedly will invoice Customer monthly in arrears at the rate of $0.0025 for any additional API call more than the initial purchase volume of 60,000,000.

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) 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.

6) Payments

All payments are subject to the terms prescribed in Section 7 of the Agreement. Customer will pay the Total Annual Fees of $240,000 for the first year of the Initial Term in full within 30 days of the Order Form Effective Date. Each subsequent annual payment shall be invoiced 30 days prior to the anniversary Effective Date ("**Annual Renewal Date**") and shall be due and payable 30 days after the Annual Renewal Date.

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

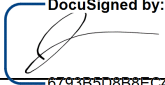(b)   check delivered to the address specified in the relevant invoice.

[Signatures on Next Page]

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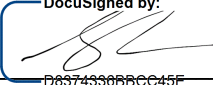
Spreedly, Inc.

By: _____
6793B5D8B8EC48E...

Name: Justin Benson
_____

Title: CEO
_____

Date: 9/30/2022
_____

Oracle Global Services Romania S.R.L.

By: _____
D6374338BBCC45E...

Name: Simon de Montfort Walker
_____

Title: Svp / GM fbgbu
_____

Date: 9/30/2022
_____