



ORDER FORM #1

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

Berkshire Hathaway Specialty Insurance Company
1 Lincoln St., 23rd Floor
Boston, MA 02110

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 first term of this Order Form will be for a period of 12-months beginning July 16, 2022 (the "Initial Term"). Thereafter, 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.

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:

Enterprise Pricing Table 1	
Enterprise Platform Fee	\$86,250
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Network Tokenization	Included
Total Base Annual Fee	\$86,250

3) API Usage Fees. Customer is purchasing 4,000,000 API calls at a cost of \$0.005 per call to be consumed over the Initial Term. The total API Usage Fee during the Initial Term is \$50,000. Spreedly will invoice Customer monthly in arrears at the same rate for any API call consumed more than the initial purchase volume of 4,000,000.

Enterprise API Pricing Table 2	
API Usage Fee	\$20,000
Cost per API Call	\$0.0050

4) Account Updater Fees. Customer has elected to participate in Spreedly's Account Updater service, at a cost of \$0.18 per successfully updated card. Customer will prepay \$9,000 (equivalent to 50,000 successful card updates) for use of the service, and that prepayment will be debited each time the account updater service is performed, and fees are accrued. Customer will be invoiced an additional \$9,000 only when the remaining balance falls below \$900. Customer may cancel participation in the Account Updater program at any time via a written notification emailed to enterprise@spreedly.com. Due to fees imposed by the card networks and/or third-party service providers, Fees for the Account Updater service are subject to change at any time. Upon no less than 90 days' notice to Customer.

Account Updater Pricing Table	
Cost per successful update	\$0.18
Pre-purchased updates	50,000
Total Fee	\$9,000

5) Payments. Customer will pay the Total Fees due under this Order Form on or before July 16, 2022. Spreadly will invoice Customer 30 days prior to beginning of a Renewal Term that will be due and payable prior to the beginning of the Renewal Term. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

Total Fees	
Enterprise Platform Fee	\$86,250.00
API Usage Fee	\$20,000.00
Account Updater Fee	\$9,000.00
Total Annual Fee	\$115,250.00

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 will pay Spreadly such additional amounts as are necessary to ensure receipt by Spreadly of the full amount which Spreadly would have received but for the deduction.

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

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

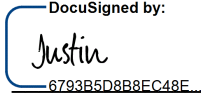
Receiver: Silicon Valley Bank
 ABA/Routing #: 121140399
 SWIFT Code: SVBKUS6S
 Beneficiary: 3301451580
 Spreadly, Inc.
 300 Morris Street, Suite 400
 Durham, NC 27701
 USA

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

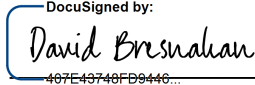
[Signatures on Next Page]

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:  _____
Name: Justin
Title: CEO
Date: 6/27/2022

**Berkshire Hathaway Specialty Insurance
Company**

By:  _____
Name: David Bresnahan
Title: EVP
Date: 6/15/2022