

**ORDER FORM #1**

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

**To:** Nicolas Onandi, Senior Manager  
Fintech, Payment Operations

**Order Form Issued:** 09 May 2022

**Customer Legal Name:** Delivery Hero Uruguay MarketPlace S.A.

**RUT Number:** 216639270017

**Billing Address:** Cesar Cortinas 2037  
Montevideo, Uruguay

**Sales Rep:** Shawn Curtis

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:** The Initial Term of this Order Form is 24 months. Thereafter, this Order Form will automatically renew for successive one-year 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 will be deemed a "Contract Year".

**2) Pricing:**

<b>APPROVED PRICING TABLE PedidosYa 24 Month Renewal</b>	<b>Aggregate Totals over 24 months</b>	<b>Year 1 Total</b>	<b>Year 2 Total</b>
<b>Annual Platform Fee</b>	\$735,000	\$367,500	\$367,500
<b>Premium Support Add-on</b>	\$150,000	\$75,000	\$75,000
<b>Professional Services (PS) Add-on</b>	\$90,000	\$45,000	\$45,000
<b>Total API Usage Cost</b>	\$1,275,000	\$637,500	\$637,500
<b>TOTAL AGGREGATED FEES</b>	<b>\$2,250,000</b>	<b>\$1,125,000</b>	<b>\$1,125,000</b>
<b>Rate Card and Notes</b>			
<b>Total PS Hours Purchased</b>	600 hours	300 hours	300 hours
<b>Professional Services Hourly Rate</b>	\$150 per hour	If the 300 annual hours are exceeded in a single Contract Year, the Customer may purchase additional hours at the same \$150 per hour rate.	
<b>API Usage Fee (per call)</b>	\$0.00043	API call rate corresponding to the given annual platform tier.	



<b>Total API calls purchased over 24 months</b>	3,000,000,000	API consumption by Customer is not limited by the payment schedule. Customer may consume APIs at their discretion. The payment schedule for the pre-committed services in the table below will remain fixed regardless of the number of API calls consumed. If Customer usage exceeds 3,000,000,000 API calls, Spreedly will bill Customer monthly in arrears at the rate of \$0.00043 per API call for any API calls consumed more than the initial purchase volume for the remainder of this Order Form.
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**3) Premium Support Service Add-on:** Customer is purchasing Premium Support Service (“**Premium Support**”) from Spreedly, coterminous with this Order Form. The Premium Support levels are detailed in Schedule B of the Agreement (as amended concurrently with this Order Form).

**4) Professional Services Add-on:** Professional services hours must be used within the Contract Year in which they are purchased. Unused professional services hours will expire at the end of each Contract Year. Where commercially feasible, Spreedly will prioritize professional services requests made by Customer.

**5) Optional Upgrade:** During the Initial Term but not later than 15 December 2022, Customer may elect to upgrade its API usage commitment for a better rate in accordance with the table below. The upgrade must be elected in a new Order Form that will be coterminous with the Initial Term of this Order Form. The total committed volume will be in accordance with the table below for the remainder of the Initial Term at the new API call usage rate. The new rate of \$0.000405 will only apply to API calls consumed after any upgrade Order Form becomes effective and will not be retroactive to any API usage already consumed during the Initial Term.

Optional Upgrade Table		
Tier	Updated API Volume Commitment	Upgraded API Usage Fee
Upgrade Tier 1	4,000,000,000	\$0.000405

**6) Payments:** Customer will pay the Annual Platform Fee in equal quarterly installments in accordance with the tables below, with the first installment due and payable within 45 days of the invoice date. Spreedly will invoice Customer for each subsequent quarterly payment 45 days prior to the three, six, and nine-month anniversaries of the Order Form Effective Date, with such amounts due and payable within 45 days of the invoice date.

Customer will pay for the API Usage Cost in equal monthly installments of \$53,125, with the first installment due and payable within 45 days of the invoice date. A tax gross-up of 12% will be added to each monthly installment for a total monthly cost of \$59,500. Each subsequent installment will be due and payable within 45 days of the invoice date and invoiced in accordance with the table below.

Customer will pay the annual fee for the Premium Support and Professional Services Add-Ons in full with the first quarterly installment of the Annual Platform Fee in accordance with the table below.

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.

Spreedly will include a statement of grossed up fees in Customer’s invoice and provide any applicable documentation requested by the Customer in order for the customer to comply with and perform its obligations under applicable tax laws.



Payment Schedule		
NET Quarterly Payment Schedule	Year 1	Year 2
Payment #1	\$211,875	\$211,875
Payment #2	\$91,875	\$91,875
Payment #3	\$91,875	\$91,875
Payment #4	\$91,875	\$91,875
Annual Total	\$487,500	\$487,500
GROSS Quarterly Payment Schedule using a 12% tax gross-up	Year 1	Year 2
Payment #1	\$237,300	\$237,300
Payment #2	\$102,900	\$102,900
Payment #3	\$102,900	\$102,900
Payment #4	\$102,900	\$102,900
Annual Total	\$546,000	\$546,000
NET Monthly API Usage Installments		
Number of Payments	Year 1	Year 2
12	\$53,125	\$53,125
GROSS Monthly API Usage Installments		
Number of Payments	Year 1	Year 2
12	\$59,500	\$59,500

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

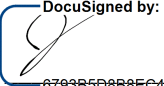
- (b) check delivered to the address specified in the relevant invoice.



CONFIDENTIAL

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

**Spreedly, Inc.**

By:  DocuSigned by:  
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Name: Justin Benson

Title: CEO

Date: 5/26/2022

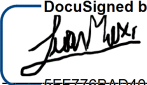
**Delivery Hero Uruguay MarketPlace S.A.**

By:  DocuSigned by:  
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Name: Pamela Potrie Altieri

Title: Director

Date: 5/26/2022

By:  DocuSigned by:  
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Name: Juan Muxi Methol

Title: Managing Director

Date: 5/26/2022