spreedly

ORDER FORM #2

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

Cabify Matriz, S.L
C/ Pradillo 42,
28002 Madrid, Spain

Order Form Issued: 13 March 2023

Offer Valid Until: 17 March 2023

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 March 17, 2023 (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") dated July 20, 2017 and 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 not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is 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.

PRICING

Enterprise Pricing Table	
Annual Platform Fee:	**$265,000**
Existing Spreedly Endpoints	Included
PCI Compliant Card Storage	Unlimited
Add New Standard PMD Endpoints	Unlimited
API Usage Fee:	**$93,750**
Included API Calls	75,000,000
Cost per API Call	$0.00125
Professional-Tier Support	Included
Total Annual Fees	**$358,750**

3) API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 75,000,000 API calls to the Spreedly Services at a cost of $0.00125 per API call ("API Usage Fee") to be utilized during the Initial Term. The Total API Usage Fee during the Initial Term is $93,750.Spreedly will bill Customer monthly in arrears at a rate of $0.00125 per API call for any additional API call more than the initial purchase volume of 75,000,000. All pre-purchased API calls expire at the end of the Contract Year in which they were purchased..

4) Payments. Customer will pay the Total Annual Fee for the Initial Term and each Renewal Term in equal quarterly installments, with the first installment due and payable within 30 days of the Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment 30 days prior to the three, six and nine month anniversaries of the Effective Date (a "Quarterly Renewal Date"), with such amount due and payable prior to the relevant Quarterly Renewal Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term 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. Any late payments will accrue a 1% monthly service fee applied to Customer's outstanding balance. Previously assessed and unpaid service fees are included in the outstanding balance.

Fees do not include any taxes. If Spreedly is legally obligated to collect applicable taxes, such taxes will be invoiced to and paid by Customer, unless Customer provides Spreedly with a valid tax exemption certificate authorized by the appropriate taxing authority.

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, except as required by law. If Customer is compelled to make any such deduction, it will pay Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly 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:	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.
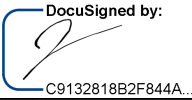
[Signatures on Next Page]

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: _C9132818B2F844A..._

Name: Justin Benson

Title: CEO

Date: 3/17/2023

CABIFY MATRIZ, S.L

By: _3FDFFD3B8F31445..._

Name: Joao Correia

Title: Chief Ride Hailing

Date: 3/17/2023