**ORDER FORM #1**

| **Spreedly, Inc.**  300 Morris Street  Suite 40  Durham, NC 27701 |  |  |
| --- | --- | --- |
| **To:**  **Customer Legal Name:** OPEN EDUCATION LLC  **Tax ID:**  **Billing Address:** 2222 Ponce de Leon Blvd,  Suite 300 Coral Gables, FL 33134  **Sales Rep:** Montserrat Morales |  | **Order Form Issued:** September 21st, 2022  **Offer Valid Until:** September 30th, 2022  **Support Level:** Professional Tier |

This Order Form is entered into between Open Education LLC dba Open English 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 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.

| **Enterprise Pricing** | |
| --- | --- |
| **Annual Platform Fee** | **$50,000** |
| Enterprise Assurance Agreement & SLAs | Included |
| Existing Spreedly Endpoints | Unlimited |
| PCI Compliant Card Storage Limit | Unlimited |
| Tokenization | Included |
| **API Usage Fee** | 20,808 |
| Cost per API call | $0.0085 |
| Included API Calls during the Initial Term | 2,448,000 |
| Annual Support | $25,000 |
| Professional Tier: API Status Notifications, Implementing Consulting & Project Management, Gateway Consultations, Business Reviews, Technical Account Manager |  |
| One-time discount (Initial Term) | ($25,000) |
| **Total Annual Fees** | **$**70,808 |

**3) API Usage Fees:** Customer is pre-purchasing 2,448,000 API calls to the Spreedly Platform at a cost of $0.0085 per call (“API Usage Fee”) to be utilized during the Initial Term. The total API usage fee during the Initial Term is $20,808. Spreedly will invoice Customer monthly in arrears at the rate of $0.0085 for any additional API call more than the initial purchase volume of 2,448,000.

**4) Renewal Terms Fees:** 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 in equal quarterly installments.The first payment for the Initial Term will be invoiced within 15 days of the Order Form Effective Date. Subsequent installments will be invoiced on the 1st day of every 1st month of the quarter through the Term. All payments will be due and payable 30 days after the invoice date.

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

1. 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

1. 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.** |  | Open Education, LLC dba Open English |
| --- | --- | --- |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |