**ORDER FORM #1**

| **Spreedly, Inc.**  300 Morris Street  Suite 40  Durham, NC 27701 |  |  |
| --- | --- | --- |
| **To:**  **Customer Legal Name: Coulter Ventures, LLC d/b/a Rogue Fitness** |  | **Offer Valid Until: January 8, 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 January 8, 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”) 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 thirty (30) 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 Table** | |
| --- | --- |
|  | **Year 1** |
| **Annual Platform Fee:** | **$75,000.00** |
| **Existing Spreedly Endpoints** | **Included** |
| **PCI Compliant Card Storage** | **Unlimited** |
| **Add New Standard PMD Endpoints** | **Unlimited** |
| **API Usage Fee:** | **$22,500.00** |
| **Included API Calls** | **3,000,000** |
| **Cost per API Call** | **$0.0075** |
| **Total Annual Fees** | **$97,500.00** |

**3) API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 3,000,000 API calls to the Spreedly Platform at a cost of $0.0075 per call (“API Usage Fee”) to be utilized during the Initial Term. The total API Usage Fee during the Initial Term is $22,500.00. Spreedly will invoice Customer monthly in arrears at the rate of $0.02 for any additional API call over the initial purchase volume of 3,000,000. Alternatively, Customer may elect to pre-purchase additional API calls in blocks of 1,000,000 API calls for a total cost of $7,500.00. All pre-purchased API calls expire at the end of Contract Year in which they were purchased.

**4) Renewal Terms Fees.** Except as otherwise agreed by the Parties in writing, the Annual Platform Fee and API Usage Fee will increase by 5% over the prior Contract Year in each successive Renewal Term.

**5) Support Services.** Spreedly will provide the technical Support Services in accordance with the Support Service Terms specified in Exhibit B of the Service Agreement, dated January 8, 2019. .

**6) Payments.** Customer will pay the Total Annual Fees for the first Contract Year in full within fifteen (15) days of the Order Form Effective Date. Each subsequent annual payment of the Total Annual Fees will be invoiced thirty (30) days prior to the anniversary of the Order Form Effective Date (“Annual Renewal Date”) and will be due and payable prior to the Annual Renewal Date. All payments are subject to the terms prescribed in Section 6 of the Agreement.

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.** |  | **Coulter Ventures, LLC d/b/a Rogue Fitness** |
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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |