**ORDER FORM #1**

| **Spreedly, Inc.**  300 Morris Street  Suite 400  Durham, NC 27701 |  |  |
| --- | --- | --- |
| **To:** Meagan Danielsen  **Customer Legal Name:** Inn Partners, L.C., d/b/a Blox Digital  **Tax ID:**  **Billing Address:** 1033 7th St, Ste 200, East Moline, IL 61244  **Sales Rep:** George Waugh |  | **Offer Valid Until:** 09/29/23 |

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.** Thereafter, this Order Form will terminate unless the parties agree in writing to renew for an additional 12-month period (a “Renewal Term” and, together with the Initial Term, the “Term”). Each 12 months of service is a “Contract Year”.

To ensure that Customer will not experience an interruption in access to the Platform, in the event of non-renewal of this Order Form, Customer’s account will revert to a month-to-month subscription plan at the then-current list pricing governed by the Terms of Service.

**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.

| **Table 1** | |
| --- | --- |
| **Annual Platform Fee:** | **$50,000** |
| Existing Spreedly endpoints | Included |
| PCI compliant card storage | Unlimited |
| Add new standard PMD endpoints | Unlimited |
| **API Usage Fee:** | **$10,000** |
| Included API Calls | 2,000,000 |
| Cost per API Call | $0.005 |
| Professional Support | Included |
| **Total Annual Fees** | **$60,000** |

**3) API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 2,000,000 API calls to the Spreedly Platform at a cost of $0.005 per call (“API Usage Fee”) to be utilized during the Initial Term. The total committed API Usage Fee during the Initial Term is $10,000. Spreedly will invoice Customer monthly in arrears at the rate of $0.005 for any additional API call more than the initial purchase volume of 2,000,000. All pre-purchased API calls expire at the end of the 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 2.0% over the prior Contract Year in each successive Renewal Term, if any.

**5) Advanced Vaulting.**

Spreedly’s Advanced Vaulting service will be charged the greater of (i)the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 2 below. or (ii) the minimum committed fee of $500 per month. Costs are exclusive of fees imposed by the card associations and/or third-party service providers (e.g. card updates, tokenization, etc.) which will be passed through to Customer and are subject to change at any time. For the avoidance of doubt, Customer will still be charged the third party fee each time a payment card is updated. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees.

| **Table 2** | | |
| --- | --- | --- |
| **Monthly Fee Per Enrolled Payment Method** | | |
| $0.005 | | |

By using Advanced Vaulting, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform. Customer authorizes Spreedly to act on Customer’s behalf to (i) request and retain a Token Requestor ID from applicable card issuers, and (ii) use the Token Requestor ID to provision network tokens where available.

**6) Support Services.** Customer has selected Professional Support.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.

**7) 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 forty-five (45) 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 7 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.

If Customer fails to make any payment when due then, in addition to all other remedies that may be available to Spreedly in the Agreement, Spreedly may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

[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.** |  | **INN Partners, L.C., d/b/a Blox Digital** |
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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |