**ORDER FORM #1**

| **Spreedly, Inc.**  300 Morris Street  Suite 40  Durham, NC 27701 |  |  |
| --- | --- | --- |
| **To: David Adams - COO**  **Customer Legal Name:Venntro Media Group Limited**  **Billing Address: First Floor, The Switch, 1-7, The Grove, Slough, Berkshire, SL1 1QP**  **Sales Rep: George Waugh** |  | **Order Form Issued:** [11/15/2022]  **Offer Valid Until:** [11/23/2022]  **Service Level:** Professional |

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 30, 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** | |
| --- | --- |
| **Annual Platform Fee:** | **Waived** |
| Existing Spreedly Endpoints | Included |
| PCI Compliant Card Storage | Unlimited |
| Add New Standard PMD Endpoints | Unlimited |
| **API Usage Fee:** | **$84,000.00** |
| Included API Calls | 1,680,000 |
| Cost per API Call | $0.05 |
| **Total Annual Fees** | **$84,000.00** |

**3)** **Signing Discount**

If this Order Form becomes effective on or before November 23, 2022, Spreedly will apply a $3,000 discount to the first quarterly invoice.

4**) API Usage Fees.** Customer is pre-purchasing 1,680,000 API calls to the Spreedly Platform at a cost of $0.05 per call (“API Usage Fee”) to be utilized during the Initial Term. The total API Usage Fee during the Initial Term is $84,000.00. Spreedly will invoice Customer monthly in arrears at the rate of $0.05 for any additional API call more than the initial purchase volume of pre-purchased API calls.

**5) Renewal Terms Fees:** Customer will purchase a minimum of 1,680,000 API calls per Contract Year during each Renewal Term (if any). The API Usage Fee will increase by 2% over the prior Contract Year in each successive Renewal Term.

**6) Support Services.** Customer has selectedProfessional Service Tier.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. Spreedly will establish a shared Slack channel with Customer, which will be used for general communication. Support requests should continue to be routed to the Spreedly Customer Support Team.

**7) Payments.** Customer will pay the Total Annual Fee in four quarterly payments split into 15%, 15%, 30% and 40% of the annual fee, with the first installment due and payable within 30 days of the Order Form Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment 30 days prior to the three, six, and nine, month anniversaries of the Order Form Effective Date (a “Quarterly Renewal Date”), with such amounts 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 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.

[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.** |  | **Venntro Media Group Limited** |
| --- | --- | --- |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |