**ORDER FORM #Q-03859**

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| **Spreedly, Inc.**  300 Morris Street  Suite 400  Durham, NC 27701 |  |  |
| **To:** Ahmet Ali Bolak  **Customer Legal Name:** unPLUG Dining, Inc.  **Tax ID: REQUIRED**  **Billing Address:** 313 W WOLF POINT PLZ UNIT 3310, Chicago, Illinois 60614, United States  **Sales Rep:** Helen Kruskamp |  | **Order Form Issued:** May 7, 2024  **Offer Valid Until:** May 24, 2024 |

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 Spreedly Terms of Service located at https://www.spreedly.com/terms-of-service ("Terms of Service").

In the event of any conflict between the terms of the Agreement and this Order Form, the Order Form will govern. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Terms of Service or in the Documentation.

1. Term.The Initial Term of this Order Form is 24-months, after which 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”). 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. Each 12 months of service is a "Contract Year".
2. Platform Fees. For each Contract Year, Customer will pay Spreedly the “Annual Platform Fee” in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:

* access to Level 1 PCI Compliant Card Storage and Tokenization;
* connections to any of Spreedly’s Supported Gateway integrations;
* use of existing 3DS2 services and gateway Supported Payment Methods; and
* all currently available Payment Method Distribution receiver endpoints.

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| **Table 1** | | |
|  | Year 1 | Year 2 |
| Annual Platform Fee: | $18,000.00 | $18,000.00 |
|  |  |  |
| API Usage Fee: | $37,500.00 | $150,000.00 |
| Included API Calls – 25,000,000 |  |  |
| Cost per API Call – $0.0075 |  |  |
| Advanced Vault - see table 2 for details | $6,000.00 | $6,000.00 |
| Business Support | Included | Included |
| **Committed Annual Fees** | **$61,500.00** | **$174,000.00** |

1. API Usage Fees. In addition to the Annual Platform Fee, Customer agrees to pay an “API Usage Fee” quarterly at a rate of $0.0075 per call per API call to the Spreedly Platform in accordance with the payment schedule in Section 7. Customer is committing to purchase 25,000,000 API calls at a cost of $0.0075 per call (“API Usage Fee”) to be utilized during the Initial Term; Customer will be invoiced for 5,000,000 API calls in the first Contract Year and 20,000,000 API calls in the second Contract Year.If Customer exceeds 25,000,000 API calls during the Initial Term, Spreedly may charge an overage rate for each API call over the committee usage.

* If the overage first occurs in months 1 through 22 of the Initial Term, Spreedly will charge 2 times the rate for the committed API calls for the remainder of the Initial Term.
* If the overage first occurs in months 23 or 24 of the Initial Term, Spreedly will charge 1.5 times the rate for the committed API calls for the remainder of the Initial Term.

1. Renewal Fees.Except as otherwise agreed by the Parties in writing, this Order Form will automatically renew as described in Section 1 at the same number of committed API used in the 12-months prior to the start of the Renewal Term and the Annual Platform Fee and API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.
2. 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 $500.00 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.

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| **Table 2** | | | |
| **Tier** | **# of Payment Methods** | **Monthly Fee Per Method** | **Minimum Monthly Fee** |
| 1 | 0 – 149,999 | $0.0250 | $500.00 |
| 2 | 150,000 – 1,499,999 | $0.0225 |
| 3 | 1,500,000 + | $0.0200 |

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.

1. Support Services.Customer has selected Business 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.
2. Payments. All payments are subject to the terms prescribed in the Agreement. Customer will pay a percentage of the Committed Annual Fees in Table 1 for the applicable Contract Year in quarterly installments, invoiced in accordance with the following schedule:

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| --- | --- |
| Quarter 1 | 15% of the committed fees for the applicable Contract Year |
| Quarter 2 | 20% of the committed fees for the applicable Contract Year |
| Quarter 3 | 25% of the committed fees for the applicable Contract Year |
| Quarter 4 | 40% of the committed fees for the applicable Contract Year |

The payment percentages in the foregoing table are for Customer’s convenience only and will be adjusted by Spreedly according to Customer’s actual usage. Spreedly may combine committed platform fees and usage fees paid in arrears on the same invoice. 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, nine, twelve, fifteen, and eighteen anniversaries of the Order Form Effective Date (a “Quarterly Payment Date”), with such amounts due and payable prior to the applicable Quarterly Payment Date.

Customer will pay the applicable fees for Advanced Vaulting, and additional API Usages Fees (if any), will be invoiced monthly. All Fees are due and payable within 30 days of the invoice date are subject to the terms prescribed in the Agreement.

Customer may elect to pay all amounts due under this Order Form 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

or

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, 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 Order Form by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

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| **Spreedly, Inc.** |  | **unPLUG Dining, Inc.** |
| By: [spreedlyIncSignerSignature\_R09ugHy] |  | By: [counterpartySignerSignature\_CP4NHjm] |
| Name: [spreedlyIncSignerName\_aGs5twl] |  | Name: [counterpartySignerName\_PvhJYKM] |
| Title: [spreedlyIncSignerTitle\_ZyQyU2f] |  | Title: [counterpartySignerTextField\_21WHs7X||1] |
| Date: [spreedlyIncSignerDateField\_pxxsWmM] |  | Date: [counterpartySignerDateField\_QWQECB9] |