



AMENDMENT TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is entered and effective as of September 27, 2021 ("**Amendment Effective Date**"), pursuant to the Service Agreement, dated as of September 27, 2018 (as amended prior to the date hereof, the "**Agreement**"), between Spreedly, Inc., a Delaware corporation having its principal place of business at 300 Morris St, Suite 400, Durham, NC 27701 ("**Spreedly**", "**we**" or "**us**") and Environmental Systems Research Institute, Inc., (hereinafter referred to as "**Contractor**" "**Customer**" or "**you**") having its principal place of business at 380 New York Street, Redlands, CA 92373. Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Agreement.

Notwithstanding the foregoing, this Amendment will not be effective or binding on Spreedly if Customer has not signed prior to, September 6, 2021.

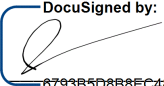
Pursuant to Section 15 of the Agreement the parties hereby agree as follows:

1. The parties agree to revise the pricing terms by replacing the current Exhibit A under the Agreement in its entirety with the revised Exhibit A which is attached hereto (the "Amended Exhibit A"). Pricing under the new exhibit will be effective on the Amendment Effective Date.
2. Customer will pay the Base Annual Fee under the Amended Exhibit A within 15 days of the Amendment Effective Date.
3. Except as expressly set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment will govern the relationship between the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Amendment as of the last date of signature below:

Spreadly, Inc.

By: 
Name: Justin Benson
Title: CEO
Date: 9/4/2021

Environmental Systems Research Institute, Inc

By: 
Name: Erick Arial
Title: Mgr, Commercial & Government Contracts
Date: 9/4/2021

EXHIBIT A**PRICING**

The terms in Exhibit A shall apply for the next 36 months. Customer will pay Spreedly a base fee of \$65,000 for the first 12 months, a base fee of \$75,000 for the second 12 months, and a base fee of \$80,000 for the third 12 months of service for the Base Annual Fee, which will entitle Customer to the following:

Enterprise Pricing Table			
	Year 1	Year 2	Year 3
Enterprise Platform Fee	\$65,000	\$75,000	\$80,000
Included Non-Partner API Calls (\$0.01 per call)	100,000	100,000	100,000
Enterprise Assurance Agreement & SLAs	Included	Included	Included
Existing Spreedly Endpoints	Unlimited	Unlimited	Unlimited
PCI Compliant Card Storage Limit	Unlimited	Unlimited	Unlimited
Add New Standard PMD Endpoints	Included	Included	Included
Total Base Annual Fee	\$65,000	\$75,000	\$80,000

API Usage Fees:

The API Usage Fee in the table above includes an annual allotment of 100,000 API calls, which expires at the end of each 12 month period. The following API calls made to partner gateways will not be counted against that allotment as long as partner remains in good standing in the Spreedly gateway partner program:

- A Purchase API call against the partner gateway
- A Capture API call against the partner gateway
- A Refund API call against the partner gateway
- A Void API call against the partner gateway
- An Authorization API call against the partner gateway

In the event that Customer's actual API usage exceeds the included volumes used to determine the Base Annual Fee, Spreedly will charge Customer monthly in arrears for overages at a rate of \$0.01 per call.

Account Updater Service

Customer has elected to participate in Spreedly's Account Updater program, at a cost of \$0.18 per successful card update. Customer will prepay \$9,000 (equivalent to 50,000 successful card updates) for use of the service, and fees will be debited against the prepayment each time the account updater service is performed and fees are accrued. Customer will be invoiced an additional \$9,000 only when the remaining prepaid balance falls below \$100. Customer may submit payment via ACH or wire transfer within 15 days of invoice receipt. Customer may cancel participation in the Account Updater program at any time via a written notification emailed to support@spreedly.com. Pricing for the Account Updater service may change at any time, based on the card networks and/or our third party service provider. Should a price change occur, Spreedly will give Customer no less than ninety (90) days prior notice of the impending change.

Account Updater Pricing Table	
Cost per Successfully Updated Card	\$0.18
Prepurchased Card Updates	50,000
Account Updater Fee	\$9,000

Enterprise Account Management

All enterprise accounts benefit from support prioritization and a named account manager.

Payment

Customer will pay the Base Annual Fee for the 12 months of service within 15 days of the Effective Date. Each subsequent annual payment will be made under this Agreement shall be made in cleared funds, without any deduction or set-off, and free and clear of, and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any government, fiscal or other authority, save as required by law. If Customer is compelled to make any such

All payment obligations hereunder are non-cancelable, and all fees paid hereunder are non-refundable. Any late payments shall accrue a 1% monthly service fee applied to Customer's outstanding balance. Previously assessed and unpaid service fees are included in the outstanding balance

Fees do not include any taxes. If Spreedly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreedly with a valid tax exemption certificate authorized by the appropriate taxing authority. All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off, and free and clear of, and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any government, fiscal or other authority, save as required by law. If Customer is compelled to make any such

deduction, it will pay Spreadly such additional amounts as are necessary to ensure receipt by Spreadly of the full amount which Spreadly would have received but for the deduction.

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

- (a) ACH payment or wire transfer to the following account:

Receiver:	Silicon Valley Bank
ABA/Routing #:	121140399
SWIFT Code:	SVBKUS6S
Beneficiary:	3301451580
	Spreadly, Inc.
	300 Morris St, Suite 400
	Durham, NC 27701
	USA

- (b) check delivered to the address specified in the relevant invoice.