Spreedly

AMENDMENT 1 TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is effective as of the last date of signing below ("**Amendment Effective Date**"), pursuant to the Service Agreement, dated June 7, 2019 (the "**Agreement**"), between Spreedly, Inc., a Delaware corporation having its principal place of business at 300 Morris St, STE 400, Durham, NC 27701 ("**Spreedly**", "**we**" or "**us**") and Aravo S.A., a Uruguay company, having its principal place of business at Plaza Independencia 759, 6th floor, Montevideo, Uruguay ("**Customer**" or "**you**"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

Notwithstanding the foregoing, this Amendment shall not be effective or binding on Spreedly if Customer has not signed prior to, or within fifteen (15) business days of, Spreedly's execution of this Amendment.

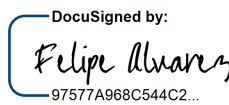**Pursuant to Section 19 of the Agreement the parties hereby agree as follows:**

1. The parties agree to revise the pricing terms by replacing Exhibit A under the Agreement (the "Original Exhibit A") in its entirety with the revised Exhibit A which is attached hereto (the "Amended Exhibit A").

2. In consideration for the revised pricing in the Amened Exhibit A the parties agree to complete the current Renewal Term and subsequently begin another Renewal Term extending though June 7, 2022. For clarity, Customer hereby waives its right not to renew for the subsequent Renewal Term. Thereafter, the Agreement will automatically renew for successive one-year periods as provided under the Agreement unless either party has provided written notice of its intent not to renew the Agreement not less than sixty (60) days prior to the expiration of the then-current Renewal Term.

3. Customer will pay the Base Annual Fee under the Amended Exhibit A, prorated from the Amendment Effective Date through the end of the current Renewal Term, within 15 days of the Amendment Effective Date. Included API Calls covered by the Base Annual Fee shall be prorated for the same period.

4. Any credit owed to the Customer, based on fees paid for services not yet received under the Agreement for the current Renewal Term, shall be applied to the first invoice following this Amendment.

5. Any actual API usage that remains unbilled by the Amendment Effective Date will be billed at the cost per API call found in the Enterprise Pricing Table of the Original Exhibit A.

6. 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.

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

Spreedly, Inc.	Aravo, S.A.
DocuSigned by:	DocuSigned by:
	Felipe Alvarez
By: _____	By: _____
6793B5D8B8EC48E...	97577A968C544C2...
Name: Justin Benson	Name: Felipe Alvarez
Title: CEO	Title: MD
Date: 3/15/2021	Date: 3/15/2021

EXHIBIT A

Pricing

Customer shall pay Spreedly $530,000 for 12 months of service ("**Base Annual Fee**") which shall entitle Customer to the following for the duration of each Initial or Renewal Term:

Enterprise Pricing Table		
Gross fees include 12% tax retention "gross up"	**Gross**	**Net**
Enterprise Platform Fee:	$392,000	$350,000
Existing Spreedly End Points		Unlimited
PCI Compliant Card Storage Limit		Unlimited
Add new standard PMD endpoint/s		Included
Enterprise Assurance Agreement & SLAs		Included
API Usage Fee	$201,600	$180,000
Per API Call Usage Fee		$0.0005 per call
API Calls Included per year		360,000,000
Total Base Annual Fee	**$593,600**	**$530,000**

The usage fees related to the following partner API calls will be waived as long as partner remains in good standing and includes Customer's transactions 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 the Customer's actual number of API calls exceeds the number included in the Base Annual Fee, Spreedly will charge Customer for additional API call usage in blocks of 5,000,000 API calls at a rate of $2,500 per block. In the month of overage, Spreedly will estimate the number of API calls Customer will use through the end of the current Initial or Renewal Term and invoice Customer the appropriate number of API call blocks. The estimate will be based on the average of the previous two months' API call usage. In the event Customer's subsequent API call usage exceeds the total number of API calls purchased through added blocks before the end of the applicable Initial or Renewal Term, the same method will be used to charge Customer for additional blocks to cover the remainder of the Initial or Renewal Term.

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 Initial Term and each Renewal Term in equal quarterly installments, with the first installment due and payable within 30 days of the invoice date. Spreedly shall invoice Customer for each subsequent quarterly payment 30 days prior to the three, six and nine month anniversaries of the Effective Date (a "**Quarterly Renewal Date**"), with such amount due and payable prior to the relevant Quarterly Renewal Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term shall be invoiced 30

(Amendment 1)

days prior to the anniversary of the Effective Date ("**Annual Renewal Date**") and shall be due and payable prior to the Annual Renewal Date

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, except as required by law. If Customer is compelled to make any such deduction, it will pay Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly 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
	Spreedly, Inc.
	300 Morris St STE 400
	Durham, NC 27701
	USA

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

(Amendment 1)