



AMENDMENT #2 TO SERVICE AGREEMENT

This Amendment #2 ("Amendment") is entered into as of June 30, 2018 ("Effective Date") by and between Spreedly, Inc., a North Carolina corporation having its principal place of business at 733 Foster Street, Suite 100, Durham, NC 27701 ("Spreedly", "we" or "us") and ZipZap Processing, Inc., dba Pushpay a Delaware corporation 18300 Redmond Way #300, Redmond, WA, 98052 ("Customer" or "you"). This Amendment amends the Service Agreement dated February 29, 2016 in effect between Spreedly and Customer (the "Agreement"). Capitalized terms will have the meaning given in the Agreement, unless otherwise noted.

The parties hereby agree as follows:

1. Amendments.

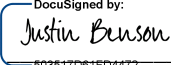
Exhibit A of the Agreement is hereby amended to add the following paragraph.

Account Updater: Customer has elected to participate in Spreedly's Account Updater program (see <https://www.spreedly.com/terms> Section 3 "The Card Account Updater" for terms), at a cost of \$0.18 per successfully updated card. Customer shall prepay \$64,800 for use of the service, and that fee shall be debited each time the account updater service is performed and fees are accrued. Customer shall be invoiced an additional \$64,800 only when the existing balance falls below \$15,000. Upon expiration or termination of the main agreement, or cancellation of participation in the Account Updater Service (see below), any balance of prepaid account updater fees shall be returned within 30 days. Customer may elect to submit payment via ACH or wire transfer within 7-days of invoice receipt. Customer may cancel participation in the Account Updater program at any time via a written notification emailed to enterprise@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, we will give you ninety days notification of the impending change, at which point you can opt out of the service by notifying Spreedly in writing. If you do not opt out, the price change will be automatically applied at the end of the time period.

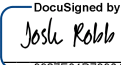
2. Representations. Each party to this Amendment represents and warrants to the other that (i) it possesses the legal right and corporate power and authority to enter into this Amendment and to fulfill its obligations hereunder; and (ii) its execution, delivery and performance of this Amendment will not violate the terms or provision of any other agreement, contract or other instrument, whether oral or written, to which it is a party.
3. No Other Amendments; Conflicting Terms. 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.
4. Governing Law. This Amendment shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic format (e.g., "pdf" or "tif" file format) shall be effective as delivery of a manually executed counterpart of this Amendment.
6. Miscellaneous. The parties agree that the exclusive venue for any actions or claims arising under or related to this Amendment shall be in the appropriate state or Federal court located in Wake County, North Carolina. Each party irrevocably waive any and all rights they may have to trial by jury in any judicial proceeding involving any claim relating to or arising under this Amendment. This Amendment contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. If any provision of this Amendment is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Amendment unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decisions.

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

Spredly, Inc.

By: 
Name: Justin Benson
Title: CEO
Date: 6/27/2018 6:43:09 AM PDT

Customer: ZipZap Processing, Inc. dba Pushpay

By: 
Name: Josh Robb
Title: VP Engineering
Date: 6/27/2018 2:03:28 PM PDT