



CONSENT TO EXTENSION OF TERM

This Consent ("Consent") is given pursuant to the Service Agreement, dated as of February 28, 2015 (as amended prior to the date hereof, the "**Agreement**"), among 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 SeatGeek, Inc., a Delaware corporation having its principal place of business at 235 Park Ave S., Floor 12, New York, New York 10003 ("**Customer**" or "**you**"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.


The parties hereby agree as follows:

1. Consent. Pursuant to Section 3 of Part B of the Agreement, the Term of the Agreement may not be extended without the mutual written consent of the parties. The parties hereby mutually agree to extend the Term of the Agreement for an additional one-year period, effective February 28, 2017 and expiring on February 27, 2018.
2. Representations. Each party to this Consent represents and warrants to the other that (i) it possesses the legal right and corporate power and authority to enter into this Consent and to fulfill its obligations hereunder; and (ii) its execution, delivery and performance of this Consent 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 Consents; Conflicting Terms. Except as expressly set forth in this Consent, the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Consent and the Agreement, this Consent will govern the relationship between the parties.
4. Governing Law. This Consent shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).
5. Counterparts. This Consent 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 Consent 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 Consent.
6. Incorporation of Miscellaneous Provision. Section 15 of the Agreement shall apply hereto as if fully set forth herein, *mutatis mutandis* (it being understood that references therein to "this Agreement" shall be deemed references to "this Consent").


[SIGNATURES ON FOLLOWING PAGE]

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

Spreedly, Inc.

By: 
Name: Justin Benson
Title: CEO
Date: Feb 22, 2017

Customer: SeatGeek, Inc.

By: 
Name: Russell D'Souza
Title: President
Date: Feb 22, 2107