



AMENDMENT 1 TO SERVICE AGREEMENT

This Amendment (“**Amendment**”) is effective as of January 8, 2021 (“**Amendment Effective Date**”), pursuant to the Service Agreement, dated January 8, 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 Coulter Ventures, LLC d/b/a Rogue Fitness, a Ohio Corporation having its principal place of business at 545 E. 5th Ave., Columbus, OH 43201 (“**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:

- The parties mutually agree to begin a new 12-month Term on the Amendment Effective Date. Thereafter, the Agreement shall automatically renew for successive one-year periods (each, a “Renewal Term”) unless either party has provided written notice of its intent to not renew the Agreement not less than thirty (30) days prior to the expiration of the then-current Term.
- Exhibit A** shall be replaced in its entirety with the following terms (listed below):

Customer shall pay Spreedly \$115,000 for 12 months of service (“**Base Annual Fee**”) which shall entitle Customer to the following for the duration of the Term:

Platform Fee:	\$75,000
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly End Points	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD End Points	Included
API Usage Fee:	\$40,000
Included Non-Partner API Calls (Annual)	8,000,000
Base Annual Fee	\$115,000

API Usage Fees:

The usage fees related to the following partner API calls will be waived 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 Customer's actual API usage exceeds the included volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears at a rate determined by the contract month in which the Customer first exceeds the included API volume.

- If the overage first occurs in Month 1 through 10: billed at \$0.01 per API call for the remainder of the contract term.
- If the overage first occurs in Month 11 or 12: billed at \$0.005 per additional API call for the remainder of the contract term.

Account Updater Service

Account Updater: Customer has elected to participate in Spreedly's Account Updater program, at a cost of \$0.18 per successfully updated card. Customer shall prepay \$9,000 (equivalent to 50,000 successful card updates) 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 \$9,000 only when the existing balance falls below \$100. 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 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 ninety

days notification of the impending change, at which point Customer can opt out of the service by notifying Spreadly in writing. If Customer does not opt out, the price change will be automatically applied at the end of the time period.

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 first year of the Initial Term in full within 15 days of the Effective Date. Each subsequent annual payment shall be invoiced 30 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.

Fees do not include any taxes. If Spreadly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreadly 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.

Total fees owed for first 12-month term of this amendment: **\$115,000**

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.


3. 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.
4. No Other Consents; 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.
5. Governing Law. This Amendment shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).

6. 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.
7. Incorporation of Miscellaneous Provision. Section 19 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 Amendment").


[SIGNATURES ON FOLLOWING PAGE]

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

Spreedly, Inc.

By:  DocuSigned by:
C9132819B2F644A...
Name: Justin Benson
Title: CEO
Date: 12/8/2020

Customer: Coulter Ventures, LLC d/b/a Rogue Fitness

By:  DocuSigned by:
CEA5991FA94A464...
Name: Jake Hammond
Title: Director of Ecommerce
Date: 12/8/2020