

AMENDMENT TO SERVICE AGREEMENT

This amendment modifies the service agreement dated May 1, 2018 (the "**Agreement**"), between Spreedly, Inc., ("**Spreedly**") and Broadridge Financial Solutions, Inc. ("**Customer**"), and is effective as of the last date of a signature by a party. Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Agreement.

Spreedly's Account Updater Service as described in Exhibit A is being replaced and bundled into Spreedly's Advanced Vault services, therefore, pursuant to Section 15 of the Agreement the parties hereby agree as follows:

1. The terms following the title "Account Updater Service" are hereby deleted in their entirety and replaced with:

Advanced Vault. Spreedly's Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 1 below or (ii) the minimum committed fee of \$500.00 per month. Costs are exclusive of fees imposed by the card associations and/or third-party service providers (e.g. card updates, tokenization, etc.) which will be passed through to Customer and are subject to change at any time. For the avoidance of doubt, Customer will still be charged the third party fee each time a payment card is updated. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees.

Table 1			
Tier	# of Payment Methods	Monthly Fee Per Method	Minimum Monthly Fee
1	0 – 149,999	\$0.0250	\$500.00
2	150,000 – 1,499,999	\$0.0225	
3	1,500,000 +	\$0.0200	

By using Advanced Vault, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform. Customer authorizes Spreedly to act on Customer's behalf to (i) request and retain a Token Requestor ID from applicable card issuers, and (ii) use the Token Requestor ID to provision network tokens where available.

Customer will pay the applicable fees for Advanced Vault services monthly within 30 days of a valid invoice.

2. 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 Next Page]

The Parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.**Broadridge Financial Solutions, Inc.**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: