



AMENDMENT TO SERVICE AGREEMENT

(Converting to Order Forms)

This Amendment (the “**Order Form Amendment**”) is effective as of July 1, 2022 (the “**Amendment Effective Date**”), pursuant to the Service Agreement, dated September 30, 2020 (the “**Agreement**”), between Spreedly, Inc., (“**Spreedly**”) and Hagerty Management, LLC, (“**Customer**”). Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Agreement.

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

1. Section 6 and the corresponding pricing Exhibit A is hereby deleted in its entirety and replaced with the following:
 6. **Fees and Payment.**
 - a. **Fees.** Customer will pay to Spreedly the fees and charges described in each Order Form entered into by Customer and Spreedly (the “**Fees**”) in accordance with such Order Form and this Section 6. All purchases are final, all payment obligations are non-cancelable and (except as otherwise expressly provided in this Agreement or in the applicable Order Form) all Fees once paid are non-refundable.

 “**Order Form**” means each order executed by Customer and Spreedly (in a form substantially similar to the Schedule A) that references this Enterprise Services Agreement. All terms and conditions set forth in this Agreement are automatically incorporated in and deemed part of each such Order Form. Unless otherwise stated in the applicable Order Form, its terms and conditions of any are independent of, and have no impact upon the provisions of any other Order Form.
 - b. **Taxes.** All payments to be made under this Agreement will 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, Spreedly will be entitled to “gross-up” the applicable fees in such amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.
 - c. **Payment.** Customer will make all payments in US dollars. Unless otherwise set forth in an applicable Order Form, all invoiced amounts are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and notifying Spreedly of any changes to that information.
 - d. **Late Payment.** If Customer fails to make any payment when due then, in addition to all other remedies that may be available under this Agreement, Spreedly may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.
2. As of the Amendment Effective Date, all other references in the Agreement to Exhibit A will refer to the pricing under the applicable Order Form.
3. 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.

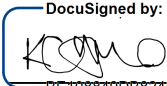
[Signatures on Next Page]



CONFIDENTIAL

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.**Hagerty Management, LLC**

By: 
BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 8/16/2022

By: Collette Champagne
Collette Champagne (Jul 19, 2022 09:12 EDT)

Name: Collette Champagne

Title: Chief Operating Officer

Date: Jul 19, 2022

**SCHEDULE A****ORDER FORM [#]**

Spreedly, Inc.
300 Morris Street
Suite 400
Durham, NC 27701

To:
Customer Legal Name:
Tax ID:
Billing Address:
Sales Rep:

Order Form Issued:
Offer Valid Until:

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") as of the last day it is signed (the "Order Form Effective Date") and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, "Agreement" means the enterprise services agreement (an "ESA") currently in force between the Parties.

In the event of any conflict between the terms of the Agreement and this Order Form, this Order Form will govern. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Agreement or in the Documentation.

1) Order Form Term**2) Platform Fees:****3) API Usage Fees:****4) Account Updater:****5) Payments:**

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 Street, Suite 400
	Durham, NC 27701
	USA

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

SAMPLE ONLY DO NOT SIGN



ORDER FORM

Spreedly, Inc.
300 Morris Street
Suite 400
Durham, NC 27701

Customer Contact: Collette Champagne, COO

Customer Legal Entity Name: Hagerty Management, LLC

Billing Address: 141 River's Edge Drive, Suite 200

Spreedly Representative: Helen Kruskamp

Order Form Issue Date: 7/14/2022

Offer Valid Until: 7/19/2022

Term Length: 24 Months

Payment Cycle: Annually

Payment Terms: Net 30

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") as of July 1, 2022 (the "Order Form Effective Date") and is subject to the Service Agreement dated September 30, 2020 which is hereby incorporated by reference. In the event of any conflict between the terms of the Agreement and this Order Form, this Order Form shall govern. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Agreement or in the Documentation.

1) Order Form Term

The initial term of this order form is 24 Months. Thereafter, this order form will automatically renew for successive 12-month periods (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless either party has provided written notice of its intent to not renew this Agreement not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service hereunder will be deemed a "Contract Year".

2) Platform Fees

For each Contract Year, Customer will pay Spreedly a "Base Annual Fee" which entitles Customer to the services set out in the table below.

Enterprise Pricing		
	Year 1	Year 2
Enterprise Annual Platform Fee	\$75,000	\$79,500
Enterprise Assurance Agreement & SLAs	Included	Included
Existing Spreedly Endpoints	Unlimited	Unlimited
PCI Compliant Card Storage Limit	Unlimited	Unlimited
Add New Standard PMD Endpoints	Included	Included
API Committed Usage Fee	\$37,500	\$37,500
Committed APIs during initial term	15,000,000	
Cost per API call	\$0.005	\$0.005
Total Base Annual Fee:	\$112,500	\$117,000



3) API Terms

Customer is pre-purchasing 15,000,000 API calls for use during the Initial Term at a cost per API call rate of \$0.005. 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 the contract rate in accordance with the table above (\$0.005 per API call) for the remainder of the contract term. The payment schedule in the table above will remain fixed regardless of overages.

4) Renewal Term Fees

Except as otherwise agreed by the Parties in writing, the Annual Platform Fee and API Usage Fee will increase by 6% over the prior Contract Year in each successive Renewal Term.

5) Payment Terms

All payments are subject to the terms prescribed in Section 6 of the Agreement. Customer will pay the Base Annual Fee for the first year of the Initial Term in full within 30 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.

Customer may elect to pay all amounts due under this Agreement either by:

- (a) ACH payment or wire transfer to the following account:

Receiver: Webster Bank
ABA/Routing #: 211170101
SWIFT Code: WENAUS31
Beneficiary: 0024760830
Spreedly, Inc.
300 Morris Street, Suite 400
Durham, NC 27701
USA

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

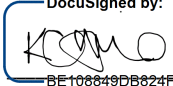
[Signatures on Next Page]



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Spreedly, Inc.

Hagerty Management, LLC

By:  BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 8/16/2022

By: 
Collette Champagne (Jul 19, 2022 09:12 EDT)

Name: Collette Champagne

Title: Chief Operating Officer

Date: Jul 19, 2022

spreedly-renewal (3)

Final Audit Report

2022-07-19

Created:	2022-07-19
By:	Jeff Korson (jkorson@hagerty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-wjxKdCYi8Edfh5adP5E38ZNINm8gokt

"spreedly-renewal (3)" History



Document created by Jeff Korson (jkorson@hagerty.com)

2022-07-19 - 1:21:33 AM GMT- IP address: 163.116.133.115



Document emailed to coco@hagerty.com for signature

2022-07-19 - 1:25:05 AM GMT



Email viewed by coco@hagerty.com

2022-07-19 - 12:37:46 PM GMT- IP address: 104.28.57.226



Document e-signed by Collette Champagne (coco@hagerty.com)

Signature Date: 2022-07-19 - 1:12:41 PM GMT - Time Source: server- IP address: 163.116.133.71



Agreement completed.

2022-07-19 - 1:12:41 PM GMT

