



## AMENDMENT TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is entered and effective as of June 28, 2018, pursuant to the Service Agreement, dated as of June 28, 2017 (the "**Agreement**"), and replaces in its entirety the Amendment dated February 1, 2018, 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 Brandt Information Services, LLC, a Florida limited liability company (formerly known as Brandt Information Services, Inc.) (hereinafter referred to as "**Contractor**" "**Customer**" or "**you**") having its principal place of business at 501 North Duval Street, Tallahassee, FL. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

### The parties hereby agree as follows:

1. The table in Exhibit A shall be amended to the following terms (listed below)

Maximum number of endpoints	Maximum number of stored payment methods	Maximum number of monthly transactions	Stored payment method monthly overage fee	Transaction monthly overage fee
5	400,000	300,000	\$296 per 40,000 card block	\$73 per 30,000 transaction block

2. 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 \$18,000 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 \$18,000 only when the existing balance falls below \$5,000. 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 with three (3) business days notice by providing a written notification emailed to [enterprise@spreedly.com](mailto: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 or email at [enterprise@spreedly.com](mailto:enterprise@spreedly.com). If you do not opt out, the price change will be automatically applied at the end of the time period.]

3. The "Base Annual Fee" shall be amended to \$44,424 for 12 months of service.
4. 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.
5. 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.
6. Governing Law. This Amendment shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).
7. 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.

8. 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 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:

**Spreadly, Inc.**

By: \_\_\_\_\_

Name: Justin Benson

Title: CEO

Date: June 29th, 2018

**Customer: Brandt Information Services, LLC**

By: \_\_\_\_\_

Name: Richard Wise

Title: President

Date: June 28, 2018