

**ASSIGNMENT AND ASSUMPTION  
OF SERVICE AGREEMENT  
AND CONSENT OF SERVICE PROVIDER**

THIS ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENT AND CONSENT OF SERVICE PROVIDER (this "Assignment") is effective as of October 9, 2018 by and between ONEMARKET NETWORK LLC, a Delaware limited liability company ("Assignor"), WESTFIELD PROPERTY MANAGEMENT LLC, a Delaware limited liability company ("Assignee") and SPREEDLY, INC., a Delaware corporation ("Service Provider").

WHEREAS, Assignor's predecessor-in-interest, Westfield Labs Corporation, entered into that certain Service Agreement with Service Provider dated as of May 25, 2016 (as may be amended from time to time, the "Agreement");

WHEREAS, Assignor desires to assign all of its right, obligations, title and interest in and to the Agreement to Assignee; and

WHEREAS, Assignee desires to accept and assume the rights, obligations, title and interest in and to the Agreement in accordance with the terms and conditions of this Agreement; and

WHEREAS, Service Provider desires to consent to the assignment and assumption of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

**A G R E E M E N T**

1. All capitalized terms not otherwise defined herein shall have the definitions given such terms in the Agreement.
2. Effective on the date hereof, Assignor hereby assigns, sets over, conveys, delivers and transfers to Assignee, all of Assignor's right, title, interest and obligations in, to and under the Agreement.
3. Effective on the date hereof, Assignee hereby assumes all of Assignor's right, title and obligations in, to and under the Agreement.
4. Notwithstanding anything in Section 14 of the Agreement to the contrary, Service Provider hereby consents to this Assignment.
5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment may be amended or modified only by a written instrument executed by the party asserted to be bound thereby.


7. This Assignment may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

**ASSIGNOR:**

ONEMARKET NETWORK LLC,  
a Delaware limited liability company

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By: FOE5605CC9754E8...  
Name: Sandra Reid  
Title: SVP, Associate General Counsel

**ASSIGNEE:**

WESTFIELD PROPERTY MANAGEMENT LLC,  
a Delaware limited liability company

By:   
Name: John Kim  
Title: Assistant Secretary

**SERVICE PROVIDER:**

SPREEDLY, INC.,  
a Delaware corporation

By:   
Name: Justin Benson, CEO  
Title: