



## AMENDMENT 1 TO SERVICE AGREEMENT

This Amendment (“**Amendment**”) is effective as of the last date of signing below (“**Amendment Effective Date**”), pursuant to the Service Agreement, dated as of July 23, 2019 (as amended prior to the date hereof, 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 IM PRO MAKEUP NY L.P., a New York corporation having its principal place of business at 110 Greene Street, Suite 305, New York, NY 10012 (“**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:

1. 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 sixty (60) days prior to the expiration of the then-current Term.
2. Any credit owed to the Customer, based on fees paid for services not yet received under the Agreement, shall be applied to the first invoice of this Amendment.
3. **Exhibit A** shall be replaced in its entirety with the following terms (listed below):

Customer shall pay Spreedly \$135,000 for 12 months of service (“**Base Annual Fee**”) which shall entitle Customer to the following for the duration of the Term:

<b>Platform Fee:</b>	<b>\$75,000</b>
Enterprise Assurance Agreement	Included
Existing Spreedly End Points	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD End Points	Included
<b>API Usage Fee:</b>	<b>\$60,000</b>
Included API Calls (Annual)	12,000,000
Cost per API Call	\$0.005
<b>Base Annual Fee</b>	<b>\$135,000</b>

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 Months 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 \$0.0075 per API call for the remainder of the contract term

### Enterprise Account Management:

All enterprise accounts benefit from support prioritization and a named account manager.

### Invoicing and Payment Terms

Total fees for the term owed under this contract: \$135,000. Fees shall be invoiced and paid as follows

Customer will pay the Base Annual Fee for the 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.

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 STE 400  
Durham, NC 27701  
USA

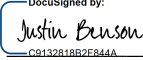
(b) check delivered to the address specified in the relevant invoice.


**[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.**

**Customer: IM PRO MAKEUP NY L.P**

By:   
Justin Benson  
Name: \_\_\_\_\_  
Title: CEO  
7/29/2020  
Date: \_\_\_\_\_

By:   
Amit Mor  
Name: \_\_\_\_\_  
Title: CSO  
7/29/2020  
Date: \_\_\_\_\_