



SERVICE AGREEMENT

Part A: Parties

SPREEDLY		CUSTOMER	
Name:	Spreedly, Inc.	Name:	Hopper, Inc.
Address:	733 Foster Street, Suite 100	Address:	100 - 5795 Avenue De Gaspé
City/State:	Durham, NC 27701	City/State:	Montreal, QC H2S 2X3
PRIMARY SPREEDLY CONTACT		PRIMARY CUSTOMER CONTACT	
Name:	Justin Benson	Name:	Andrew Boch
Title:	CEO	Title:	COO
Phone:	919-432-5008	Phone:	646-387-9478
Email:	sales@spreedly.com	Email:	andrew@hopper.com

Part B: Terms

1. This Service Agreement (including its exhibits, the "**Agreement**") is effective as of the last date of signing below ("**Effective Date**") and is between Spreedly, Inc. ("**Spreedly**", "**we**" or "**us**"), and the Customer listed above (the "**Customer**" or "**you**"). Except as otherwise provided herein, this Agreement is subject to the Spreedly Terms of Service ("**Terms of Service**") and Spreedly Privacy Policy ("**Privacy Policy**"), which are incorporated herein by reference, and which can be viewed at <https://spreedly.com/>. Together, this Agreement and the Terms of Service constitute a binding agreement between the Customer and Spreedly. To the extent that any term in the Terms of Service conflicts with the terms of this Agreement or any inconsistency between such Terms of Service and this Agreement exists, the terms of this Agreement shall prevail.
2. **Representations**: Each party to this Agreement represents and warrants to the other that (i) it possesses the legal right and corporate power and authority to enter into this Agreement and to fulfill its obligations hereunder; and (ii) its execution, delivery and performance of this Agreement 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.
3. **Term**: The initial term of this Agreement shall be one year from the Effective Date (the "**Initial Term**"). This Agreement shall automatically renew at the expiry of the Initial Term (and each successive Renewal Term) for future periods equal to one year (each a "**Renewal Term**") unless either party gives written notice of its intent to terminate the Agreement no less than 60 days prior to the end of the then current term. The "**Term**" shall refer to the Initial Term and any Renewal Terms.
4. **Termination**: If either party (a) commits a material breach or material default in the performance or observance of any of its obligations under this Agreement, and (b) such breach or default continues for a period of 30 days after delivery by the other party of written notice reasonably detailing such breach or default, then (c) the non-breaching or non-defaulting party shall have the right to terminate this Agreement, with immediate effect, by giving written notice to the breaching or defaulting party. Upon termination, Customer shall remain liable for fees owing through the effective date of termination.
5. **Pricing**: Spreedly will charge Customer the fees outlined in Exhibit A of this Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the last date of signature below:

Spreedly, Inc.

By:

Name: Justin Benson

Title: CEO

Date: Jan 23, 2018

Customer

By:

Name: Andrew Boch

Title: COO

Date: Jan. 23, 2018

EXHIBIT A

PRICING

Customer shall pay Spreadly \$40,000, which includes the Account Updater Prepayment fee and subsequent fees.

Account Updater: Customer has elected to participate in Spreadly's Account Updater program (see <https://www.spreadly.com/terms> Section 3 "The Card Account Updater" for terms), at a cost of \$0.15 per successfully updated card until January 31, 2018 and \$0.18, per successfully updated card thereafter. Customer shall prepay \$40,000 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 \$40,000 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 or credited to Customer's account 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 at any time via a written notification emailed to succcess@spreadly.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 Spreadly in writing. If you do not opt out, the price change will be automatically applied at the end of the time period.

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 governmental, 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) by wire transfer to the following account:

Receiver: Silicon Valley Bank
ABA/Routing #: 121140399
Beneficiary: 3301451580
Spreadly, Inc.
733 Foster Street, Suite 100
Durham, NC 27701
USA

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