



AMENDMENT TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is entered and effective as of June 28, 2021 ("**Amendment Effective Date**"), pursuant to the Service Agreement, dated as of June 28, 2017 (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, Suite 400, 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.

Notwithstanding the foregoing, this Amendment shall not be effective or binding on Spreedly if Customer has not signed by June 30, 2021.


Pursuant to Section 15 of the Agreement the parties hereby agree as follows:

1. The parties agree to revise the pricing terms by replacing the current Exhibit A under the Agreement in its entirety with the revised Exhibit A which is attached hereto (the "Amended Exhibit A"). Pricing under the new exhibit will be effective on the Amendment Effective Date.
2. Customer will pay the first quarterly installment of the Base Annual Fee under the Amended Exhibit A within 15 days of the Amendment Effective Date.
3. 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.
4. 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 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: 6/30/2021

Customer: Brandt Information Services, LLC.


By: 
Name: Richard Wise
Title: President
Date: 06/30/2021

EXHIBIT A**PRICING**

Customer shall pay Spreedly a "**Base Annual Fee**" for each 12 months of service, which shall entitle Customer to the following for the duration of the Term:

Enterprise Pricing Table	
	Year 1
Enterprise Platform Fee:	\$75,000
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
API Usage Fee:	\$90,000
Included API Calls	18,000,000
Cost per API Call	\$0.005
Total Base Annual Fee	\$165,000

The API Usage Fee in the table above includes an initial allotment of 18,000,000 API calls.

In the event that Customer's actual number of API calls exceeds the number included in the Base Annual Fee, Spreedly will charge Customer for additional API call usage in blocks of 100,000 API calls at a rate of U.S.D.\$500.00 monthly in arrears.

Account Updater Service

Customer has elected to participate in Spreedly's Account Updater program, at a cost of \$0.18 per successfully updated card. Customer shall prepay \$18,000 (equivalent to 100,000 successful card updates) 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 remaining balance falls below \$1,800. Customer may submit payment via ACH or wire transfer within 15 days of invoice receipt. Customer may cancel participation in the Account Updater program at any time via a written notification emailed to support@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, Spreedly will give Customer ninety (90) days notification of the impending change.

Account Updater Pricing Table	
Cost per Successfully Updated Card	\$0.18
Prepurchased Card Updates	100,000
Account Updater Fee	\$18,000

Enterprise Account Management

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

Payment

Customer will pay the Base Annual Fee for the Initial Term and each Renewal Term in equal quarterly installments, with the first installment due and payable within 30 days of the Effective Date. Spreedly shall invoice Customer for each subsequent quarterly payment 30 days prior to the three, six and nine month anniversaries of the Effective Date (a "Quarterly Renewal Date"), with such amount due and payable prior to the relevant Quarterly Renewal Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term 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. Any late payments shall accrue a 1% monthly service fee applied to Customer's outstanding balance. Previously assessed and unpaid service fees are included in the outstanding balance.

Fees do not include any taxes. If Spreedly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreedly 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 Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly 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
	Spredly, Inc.
	300 Morris St, Suite 400
	Durham, NC 27701
	USA

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