Spreedly

AMENDMENT TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is entered with an effective date as of the last date of signing below, ("**Amendment Effective Date"),** pursuant to the Service Agreement, dated February 28, 2018 (the "**Agreement**"), between Spreedly, Inc., a Delaware corporation having its principal place of business at 733 Foster Street, Suite 100, Durham, NC 27701 ("**Spreedly**", "**we**" or "**us**") and SeatGeek, Inc., a New York corporation having its principal place of business at 400 Lafayette Street, New York, New York 10003 ("**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:

In addition to the Base Annual Fee in Exhibit A of the Agreement, Customer shall pay Spreedly a one-time fee of $60,000 which shall entitle Customer to the following:

Block of Additional API Calls:	60,000,000
Included non-partner API Calls (rate per API call = $0.001)	$60,000
Total Fee	**$60,000**

The usage fees related to the following partner API calls will be waived as long as partner remains in good standing in the Spreedly gateway partner program:
- A Purchase API call against the partner gateway
- A Capture API call against the partner gateway
- A Refund API call against the partner gateway
- A Void API call against the partner gateway
- An Authorization API call against the partner gateway

The block of additional API calls shall be available for Customer's usage from the effective date of this Amendment until February 27, 2020.

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 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) wire transfer or ACH payment to the following account:

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

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

Customer will pay the Total Fee in full within 15 days of the Effective Date.

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.

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.
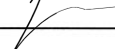
Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic format (e.g., "pdf" or "tif" file format) shall be effective as delivery of a manually executed counterpart of this Amendment.

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:

Spreedly, Inc.	Customer: SeatGeek, Inc.
By: _____	By: _____
Name: Justin Benson	Name: Brad Tacy
Title: CEO	Title: CFO
Date: 10 / 17 / 2019	Date: 10 / 17 / 2019