



## AMENDMENT TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is effective as of March 19, 2020 ("**Amendment Effective Date**"), pursuant to the Service Agreement, dated July 20, 2017 (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 Cabify Mobility International, a corporation having its principal place of business at C/ Pradillo 42, 28002 Madrid, Spain ("**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 customer, based on fees paid for services not yet received under the previous 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)

### PRICING

Customer shall pay Spreedly a "**Base Annual Fee**" of \$340,000 for 12 months of service, which shall entitle Customer to the following for the duration of the Term:

Enterprise Pricing Table	
<b>Enterprise Platform Fee:</b>	<b>\$250,000</b>
Enterprise Assurance Agreement & Service Level Agreement	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
<b>API Usage Fee:</b>	<b>\$120,000</b>
Included Non-Partner API Calls	120,000,000
Per API fee	\$0.001
Discount	-\$30,000
Included Partner API Calls (types listed below this table)	Unlimited
<b>Total Base Annual Fee</b>	<b>\$340,000</b>

The API Usage Fee in the table above includes an initial allotment of 120,000,000 API calls. The following API calls made to partner gateways will not be counted against that allotment 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

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 for excess API calls 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 of the Term: billed at \$0.0020 per API call for the remainder of the Term.
- If the overage first occurs in Month 11 or 12 of the Term: billed at \$0.0015 per API call for the remainder of the Term.

### 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 Term in two (2) equal payments, with the first payment due and payable within 15 days of the Effective Date. Spreadly shall invoice Customer for each subsequent semi-annual payment 30 days prior to the six month anniversary of the Effective Date, with such amount due and payable within 30 days. Customer shall pay the Base Annual Fee for each subsequent Renewal Term in two (2) equal payments. The first payment for any 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. The second payment for any Renewal Term shall be invoiced 30 days prior to the six month anniversary of the Annual Renewal Date, and shall be due and payable within 30 days. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

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.

Total fees owed under this contract: \$340,000 USD

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.  
733 Foster Street, Suite 100  
Durham, NC 27701  
USA

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

4. 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.
5. 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.
6. Governing Law. This Amendment shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).
7. 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.
8. 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:

**Spreadly, Inc.**

By:



Name: Justin Benson

Title: CEO

Date: 04 / 02 / 2020

**Customer: Cabify Mobility International**

By:



Name: Juan Ignacio García Braschi

Title: Administrador

Date: 02-04-2020

<b>TITLE</b>	Cabify - Spreedly Amendment 2020
<b>FILE NAME</b>	Cabify - Spreedly...200402_signed.pdf
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## Document History



SENT

**04 / 02 / 2020**

21:26:00 UTC

Sent for signature to Justin Benson (justin@spreedly.com)  
from luke@spreedly.com  
IP: 173.94.132.187



VIEWED

**04 / 02 / 2020**

21:50:44 UTC

Viewed by Justin Benson (justin@spreedly.com)  
IP: 70.250.119.131



SIGNED

**04 / 02 / 2020**

21:51:02 UTC

Signed by Justin Benson (justin@spreedly.com)  
IP: 70.250.119.131



COMPLETED

**04 / 02 / 2020**

21:51:02 UTC

The document has been completed.