



### AMENDMENT 3 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 July 20, 2017, as amended (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 Cabify Matriz, S.L, 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.


Notwithstanding the foregoing, this Amendment shall not be effective or binding on Spreedly if Customer has not signed prior to, or within fifteen (15) business days of, Spreedly's execution of this Amendment.

**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 (the "Current Exhibit A") in its entirety with the revised Exhibit A which is attached hereto (the "Amended Exhibit A") on the anniversary date of the last amendment. For clarity, the terms of the Amended Exhibit A supercede the prior amendments dated March 19, 2019 and March 19, 2020.
2. The Annual Renewal Date under the Amended Exhibit A will remain as March 19, the anniversary date of the last amendment.
3. Customer will pay the Base Annual Fee under the Amended Exhibit A within 15 days of the Amendment Effective Date.
4. Any credit owed to the Customer, based on fees paid for services not yet received under the Agreement for the current Renewal Term, shall be applied to the first invoice following this Amendment. Any actual API usage that remains unbilled as of the Amendment Effective Date will be billed at the cost per API call found in the Enterprise Pricing Table of the Current Exhibit A.
5. 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.

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

**Spreedly, Inc.**

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Name: Justin Benson  
 Title: CEO  
 Date: 3/19/2021

**Cabify Matriz, S.L**

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Name: Joao Correia  
 Title: VP of Ride-hailing  
 Date: 3/19/2021

**EXHIBIT A****Pricing**

Customer shall pay Spreedly \$300,000 for 12 months of service ("**Base Annual Fee**") which shall entitle Customer to the following for the duration of each Initial or Renewal Term:

<b>Enterprise Pricing Table</b>	
<b>Enterprise Platform Fee:</b>	<b>\$175,000</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>\$125,000</b>
Included Non-Partner API Calls	50,000,000
Per API fee	\$0.0025
<b>Total Base Annual Fee</b>	<b>\$300,000</b>

API Usage Fee:

The usage fees related to the following partner API calls will be waived as long as partner remains in good standing and includes Customer's transactions 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 that the Customer's actual number of API calls exceeds the number included in the Total Base Annual Fee, Spreedly will bill Customer monthly in arrears at a rate of \$0.0035 per API call.

**Enterprise Upgrade Option**

Customer may choose to upgrade to the next highest Enterprise Tier shown in the following table anytime during each Renewal Term. If Customer elects to upgrade to the next highest Enterprise Tier, Customer will pay the difference between the original Enterprise Platform Fee and the upgraded Enterprise Platform fee prorated for the number of days remaining in the current Initial or Renewal Term.

<b>Enterprise Upgrade Option Pricing Table</b>	
	<b>1 Year of Service</b>
<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>\$60,000</b>
Included Non-Partner API Calls	60,000,000
Per API fee	\$0.001
<b>Total Base Annual Fee</b>	<b>\$310,000</b>

The usage fees related to the following partner API calls will be waived as long as partner remains in good standing and includes Customer's transactions in the Spreadly 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 that the Customer's actual number of API calls exceeds the number included in the Enterprise Upgrade Option Total Base Annual Fee, Spreadly will bill Customer monthly in arrears at a rate of \$0.002 per API call.

### **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. Spreadly 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 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, except 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.