



AMENDMENT TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is entered as of February 1, 2018, pursuant to the Service Agreement, dated as of June 28, 2017 (as amended prior to the date hereof, the "**Agreement**"), between Spreedly, Inc., a North Carolina corporation having its principal place of business at 733 Foster Street, Suite 100, Durham, NC 27701 ("**Spreedly**", "**we**" or "**us**") and Brandt Information Systems, Inc., a Florida corporation having its principal place of business at 501 North Duval Street, Tallahassee, FL ("**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 table in Exhibit A shall be amended to the following terms (listed below)


Maximum number of endpoints	Maximum number of stored payment methods	Maximum number of monthly transactions	Maximum number of cards updated via Account Updater	Account Updater overage fee	Stored payment method monthly overage fee	Transaction monthly overage fee
5	300,000	300,000	120,000	\$0.18 per update	\$222 per 30,000 card block	\$73 per 30,000 transaction block

2. **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.
3. **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.
4. **Governing Law.** This Amendment shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).
5. **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.
6. **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").

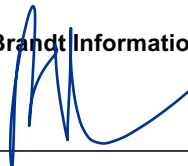
[SIGNATURES ON FOLLOWING PAGE]

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

Spreedly, Inc.

By: 
Name: Justin Benson
Title: CEO
Date: 2/9/2018

Customer: Brandt Information Systems, Inc.

By: 
Name: Richard Wise
Title: President
Date: 02/7/18