



## AMENDMENT TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is entered with an effective date of July 30, 2018 ("**Amendment Effective Date**"), pursuant to the Service Agreement, dated as of February 13, 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 Fonteva Inc., a Delaware corporation having its principal place of business at 4420 Fairfax Dr #500, Arlington, VA ("**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. This amendment nullifies the amendment to service agreement signed by the parties on July 30, 2018
2. The parties mutually agree to begin a new 12 month Term on the Amendment Effective Date.
3. 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.
4. Exhibit A shall be amended to be replaced in full with the following:

Customer shall pay Spreedly \$65,000 for 12 months of service ("**Base Annual Fee**") which shall entitle Customer to the following for the duration of the Term:

<b>Platform Fee: Enterprise 1 Plan</b>	\$50,000
Existing Spreedly End Points	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add new standard PMD endpoint/s	Included
Enterprise Assurance Agreement	Included
<b>API Usage Fee:</b>	\$15,000
Included non-partner API Calls (Annual)	3,000,000
<b>Base Annual Fee</b>	<b>\$65,000</b>

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

Customer will pay the Base Annual Fee for the Initial Term in equal quarterly installments, with the first installment due and payable within 15 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.]

In the event Customer's actual API usage of the Service exceeds the included volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears for overages at a rate of \$0.02 cents per additional API call. In the case when the overages occur in months eleven (11) or twelve (12) of the Term the rate will be \$0.005.

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 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) by wire transfer to the following account:

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

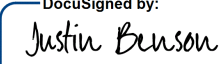
(b) by check delivered to the address specified in the relevant invoice.

5. 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.
6. 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.
7. Governing Law. This Amendment shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).
8. 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.
9. Incorporation of Miscellaneous Provision. Section 13 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").

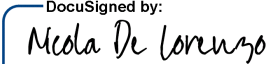
**[SIGNATURES ON FOLLOWING PAGE]**

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

**Spreedly, Inc.**

By:   
C9132818B2F844A...  
Name: Justin Benson  
Title: CEO  
Date: 8/16/2018 12:20:25 PM PDT

**Customer: Fonteva, Inc.**

By:   
75D98E14B814D8...  
Name: Nicola De Lorenzo  
Title: VP Finance  
Date: 8/16/2018 12:06:59 PM PDT