



AMENDMENT 2 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 February 28, 2018 (the "**Agreement**"), between Spreadly, Inc., a Delaware corporation having its principal place of business at 300 Morris St, STE 400, Durham, NC 27701 ("**Spreadly**", "**we**" or "**us**") and SeatGeek, Inc., a Delaware corporation having its principal place of business at 902 Broadway, Fl. 10., New York, New York 10010 ("**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 Spreadly if Customer has not signed prior to, or within fifteen (15) business days of, Spreadly'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 Exhibit A under the Agreement (the "Original Exhibit A") in its entirety with the revised Exhibit A which is attached hereto (the "Amended Exhibit A") on February 28, 2021.
2. Notwithstanding Section 4 in Part B of the Agreement and any other terms to the contrary in the Agreement, beginning with the expiry of the Renewal Term extending through February 28, 2022, this Agreement shall automatically renew at the expiry of each successive Renewal Term for future periods equal to one year, except either party shall have the right to terminate the Agreement by providing written notice (email to suffice) to the other party 60 days prior to the next Quarterly Renewal Date (as defined in Exhibit A) or the end of such Renewal Term, in which case the Agreement will terminate as of such Quarterly Renewal Date or end of the Renewal Term, as applicable. If the customer provides written notice of termination under this clause Customer will be issued a termination invoice equal to 1/4th enterprise platform fee in Amended Exhibit A.
3. Customer will pay the first quarterly installment of the Base Annual Fee under the Amended Exhibit A within 15 days of the Annual Renewal 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.
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:

Spreadly, Inc.

By: 
 Name: Justin Benson
 Title: CEO
 Date: 4/19/2021

SeatGeek, Inc.


By: 
 Name: Brad Tacy
 Title: CFO
 Date: 4/17/2021

EXHIBIT A**Pricing**

Customer shall pay Spreedly \$150,000 for 12 months of service ("**Base Annual Fee**") which shall entitle Customer to the following for the duration of each Initial or Renewal Term:

Enterprise Pricing Table	
	Year 1
Enterprise Platform Fee:	\$150,000
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
Total Base Annual Fee:	\$150,000

API Usage Fee:

In addition to the Enterprise Platform Fee, Spreedly will bill Customer monthly in arrears for actual API calls used at a rate of \$0.002 per API.

Enterprise Upgrade Option

Customer may choose to upgrade to the next highest Enterprise Tier 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.

Enterprise Upgrade Option Table	
	Upgrade Option for 1 Year
Enterprise Platform Fee:	\$200,000
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
Total Base Annual Fee:	\$200,000

Enterprise Upgrade Option API Usage Fee:

In addition to the Enterprise Upgrade Option Platform Fee, Spreedly will bill Customer monthly in arrears for actual API calls used at a rate of \$0.001 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 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. Monthly usage invoices shall be paid in full within 15 days of the invoice 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 Spreedly is legally obligated to collect applicable taxes for which the customer is responsible with respect to the payments contemplated hereunder, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreedly 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 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) ACH payment or wire transfer to the following account:

Receiver:	Silicon Valley Bank
ABA/Routing #:	121140399
SWIFT Code:	SVBKUS6S
Beneficiary:	3301451580
	Spreedly, Inc.
	300 Morris St STE 400
	Durham, NC 27701
	USA

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