



## AMENDMENT 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 October 26, 2017 (as amended prior to the date hereof, "**Agreement**") between Spreedly, Inc., a Delaware corporation having its principal place of business at 300 Morris St, STE 400, Durham, NC 27701 ("**Spreedly**") and Rappi, Inc., a Delaware corporation having its principal place of business at 535 Mission St., San Francisco, CA (the "**Customer**"). 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 by June 1, 2021.

### Pursuant to Section 13 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 in its entirety with the revised Exhibit A which is attached hereto (the "Amended Exhibit A"). Pricing under the new exhibit will be effective on the Amendment Effective Date.
2. Customer will pay the first quarterly installment of the Base Annual Fee under the Amended Exhibit A within 15 days of the Amendment Effective Date.
3. Any credit owed to the Customer for services not yet received under the Agreement for the current Renewal Term, shall be applied first to any open invoice for the current Renewal Term, and next to the first invoice following this Amendment.
4. Network tokenization service is included in the Base Annual Fee for one term at no charge, from June 1, 2021 to May 31, 2022.
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.

[SIGNATURES ON FOLLOWING PAGE]

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

**Spredly, Inc.**

DocuSigned by:



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By: \_\_\_\_\_  
Name: Justin Benson  
Title: CEO  
Date: 6/1/2021

**Customer: Rappi, Inc.**

DocuSigned by:



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By: \_\_\_\_\_  
Name: Felipe Villamarin  
Title: Co-founder  
Date: 6/1/2021

**EXHIBIT A****Pricing**

Customer shall pay Spreedly \$715,000 for 12 months of service ("**Base Annual Fee**") which shall entitle Customer to the following for the duration of the Renewal Term:

<b>Base Annual Fee</b>	\$715,000
Existing Spreedly End Points	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add new standard PMD endpoint/s	Included
Enterprise Assurance Agreement	Included
Included non-partner API Calls (Annual)	600,000,000
Per call API fee	\$0.0005
<b>Custom Access</b>	
Premier Support	Included

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

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 \$0.001 per additional API call. In the case when the overages occur in months eleven (11) or twelve (12) of the Renewal Term the rate will be \$0.0005.

Enterprise Account Management included: All enterprise accounts benefit from support prioritization and a named account manager

**Custom Premier Support**

As part of the Base Annual Fee Customer is provided custom premier support as an addition that provides the following additions to standard support service and SLAs:

- Guaranteed response time of 30 minutes on critical, 2 hours on serious, and 8 hours on low category severity items.
- Premier priority on support requests above Enterprise priority
- Dedicated Slack channel
- 300hrs Professional Services included

**Payment Terms**

Customer will pay the Base Annual Fee for the Renewal Term in equal quarterly installments, with the first installment due and payable within 15 days of the Amendment Effective Date. Spreedly shall invoice Customer for each subsequent quarterly payment 30 days prior to the three, six and nine month anniversaries of the Amendment 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 Amendment Effective Date ("Annual Renewal Date") and shall be due and payable prior to the Annual Renewal Date.

Fees do not include any taxes. If Spreedly is legally obligated to collect applicable taxes, 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 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) wire transfer or ACH payment to the following account:

Receiver: Silicon Valley Bank  
ABA/Routing #: 121140399  
Beneficiary: 3301451580  
Spreadly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
USA

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