

AMENDMENT 2 TO SERVICE AGREEMENT

(Converting to Order Forms)

This Amendment (the “**Order Form Amendment**”) is effective as of March 24, 2022 (the “**Amendment Effective Date**”), pursuant to the Service Agreement, dated March 26, 2019 (the “**Agreement**”), between Spreadly, Inc., (“**Spreadly**”) and Exhibidora Mexicana Cinépolis SA de CV, formerly, Tenedora de Cines, S.A. de C.V. (“**Customer**”). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

Pursuant to Section 19 of the Agreement, the parties hereby agree as follows:

1. Section 6 (Pricing) and the corresponding pricing Exhibit A is hereby deleted in its entirety and replaced with the following:
 6. Fees and Payment.
 - a. Fees. Customer will pay to Spreadly the fees and charges described in each Order Form entered into by Customer and Spreadly (the “Fees”) in accordance with such Order Form and this Section 6. All purchases are final, all payment obligations are non-cancelable and (except as otherwise expressly provided in this Agreement or in the applicable Order Form) all Fees once paid are non-refundable.

 “Order Form” means each order executed by Customer and Spreadly in a form substantially similar to the Schedule A. that references this Enterprise Services Agreement, All terms and conditions set forth in this Agreement are automatically incorporated in and deemed part of each such Order Form. Unless otherwise stated in the applicable Order Form, its terms and conditions of any are independent of, and have no impact upon the provisions of any other Order Form.
 - b. Taxes. 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, 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.
 - c. Payment. Customer will make all payments in US dollars. Unless otherwise set forth in an applicable Order Form, all invoiced amounts are due net sixty (60) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and notifying Spreadly of any changes to that information.
2. As of the Amendment Effective Date, all other references in the Agreement to Exhibit A will refer to the pricing under the applicable Order Form.
3. The parties acknowledge that as of August 5, 2021, Customer has changed its corporate name to Exhibidora Mexicana Cinépolis SA de CV and the Agreement with Customer will continue under that name.
4. 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.
5. Each and every notice pursuant to this Amendment shall be made in the manner and to the addresses stated by the Parties under the Agreement.
6. In the event any term or provision of this Amendment shall be held invalid by a competent court or governmental agency, the remainder of this Amendment shall not be affected thereby, and the parties hereto shall continue to be bound by the remaining terms hereof.
7. This Amendment does not entail nor shall be understood as a resignation, cancellation, or waiver, on behalf of Customer, to any applicable action or right as agreed under the Agreement, a Service Order, the Schedule, Amendments, or any applicable law or regulation, including the claim of corresponding penalties or damages that could arise from a breach (if any). Therefore, Customer continues to reserve each and every right to exercise any legal or contractual right pursuant to the Agreement, its schedules, amendments and the applicable law.

8. This Amendment will be governed by and interpreted under the laws of the State of New York. For the interpretation and compliance with this Amendment and the Agreement, Parties agree to be bound by the appropriate state or Federal Courts in New York County, New York, and therefore waive any other jurisdiction that could be applicable due to present or future domiciles, or for any other reason.

The Parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreadly, Inc.

By: 
BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 3/25/2022

Exhibidora Mexicana Cinépolis SA de CV

By: 
B7A12355F3CF437...

Name: Alejandro Tejado Donde

Title: Procurement Director

Date: 3/26/2022

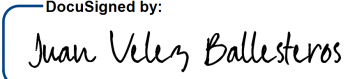
Witness

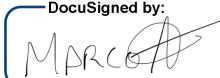
By: 
5267D691760E4A3...

Name: Oscar Miguel Félix Chaidez

Date: 3/26/2022

Approvals


CC8674D99069473...
Juan Velez Ballesteros
3/25/2022


B03A1170C9D6430...
Marco A. Garcia de la Cruz
3/25/2022

SCHEDULE A

ORDER FORM #1

Spreedly, Inc.
300 Morris Street
Suite 400
Durham, NC 27701

To:
Customer Legal Name:
Tax ID:
Billing Address:
Sales Rep:

Date Issued:

Valid Until:

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") as of the last day it is signed (the "Order Form Effective Date") and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, "Agreement" means the enterprise services agreement (an "ESA") currently in force between the Parties.

In the event of any conflict between the terms of the Agreement and this Order Form, this Order Form shall govern. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Agreement or in the Documentation.

1) Order Form Term

2) Platform Fees:

3) API Usage Fees:

4) Account Updater:

5) Payments:

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 Street, Suite 400
Durham, NC 27701
USA

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

SAMPLE ONLY DO NOT SIGN

**ORDER FORM #1**

Spreedly, Inc.
300 Morris Street
Suite 400
Durham, NC 27701

Valid Until: 26 March 2022

Exhibidora Mexicana Cinépolis SA de CV

Av.Cumbre de Naciones 1200,
Fracc.Tres Marías,
Zona de Corporativos,
CP 58254, Morelia, Michoacán

This Order Form is entered into between the entity identified above as “Customer” and Spreedly, Inc. (each a “Party” and collectively, the “Parties”) as of the last day it is signed (the “Order Form Effective Date”) and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, “Agreement” means the enterprise services agreement (an “ESA”) currently in force between the Parties.

In the event of any conflict between the terms of the Agreement and this Order Form, this Order Form will govern. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Agreement or in the Documentation.

1) Order Form Term:

The Initial Term of this Order Form is 24 months. Thereafter, this Order Form will automatically renew for successive 24 month periods (each, a “Renewal Term” and, together with the Initial Term, the “Term”) unless either party has provided written notice of its intent to not renew this Agreement not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term.

2) Platform Fees:

Table 1: Approved Enterprise Pricing for Cinépolis		
<i>Gross fees include 11.1111%* tax retention “gross up”</i>		
Platform Fee	\$150,000	
Gross Fee	\$166,666	
Committed Usage	180M API calls	\$0.0024
Additional Usage	over 180M API calls	\$0.0025
Year 1 base payment	\$324,000	
Year 1 Gross Fee	\$359,999	
Year 2 base payment	\$408,000	
Year 2 Gross Fee	\$453,333	

4) Account Updater Service Fees:

Customer may elect to participate in Spreedly’s Account Updater program at a cost of \$0.18 per successfully updated card when making a minimum bulk purchase of \$18,000 (eighteen thousand US dollars 00/100 US Cy), equivalent to 100,000 (one hundred thousand) successful updates. Customer will prepay a minimum of \$18,000 (eighteen thousand US dollars 00/100 US Cy) for use of the service (equivalent to 100,000 successful updates), and that fee will be debited



each time the account updater service is performed, and fees are accrued. Customer will be invoiced an additional \$18,000 only when the remaining balance falls below \$1,800 (one thousand eight hundred US dollars 00/100 US Cy).

Customer may elect to pre-purchase more than \$18,000 (eighteen thousand US dollars 00/100 US Cy) updates at the same rate. Bulk purchases of updates will be made by executing a new Order Form subject to the terms of this Agreement. Credit for pre-purchased updates will not expire as long as the Agreement remains in force between the Parties.

If Customer elects not to pre-purchase Account Updater updates at the minimum bulk purchase rate of \$18,000 (eight thousand US dollars 00/100 US Cy), Customer will be billed monthly in arrears at a cost of \$0.20 per successfully updated card.

5) Payments:

All payments are subject to the terms prescribed in Section 6 of the Agreement. The total committed fees during the Initial Term of this Order Form are \$732,000 (seven hundred thirty-two thousand US dollars 00/100 US Cy) (\$813,325 gross fee) including the platform fees and API usage. Customer will make equal quarterly installments, in the amount of \$81,000 (eighty one thousand US dollars 00/100 US Cy) (\$90,000 (ninety thousand US dollars 00/100 US Cy) gross fee), for the first 12 months of the initial term with the first installment due and payable within 60 (sixty) days after Spreedly duly uploads the corresponding invoice to Customer's platform PeopleSoft by Cinépolis. Spreedly will invoice Customer for each subsequent quarterly payment 60 (sixty) 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 24 (twenty four) month Renewal Term, the first quarterly payment of such Renewal Term will be invoiced 60 days prior to the anniversary of the Effective Date ("Biennial Renewal Date") and will be due and payable prior to the Biennial Renewal Date. During the second 12 (twelve) months, Customer will make equal quarterly installments in the amount of \$102,000 (one hundred two thousand US dollars 00/100 US Cy) (113,333 (one hundred thirteen thousand three hundred thirty-three US dollars 00/100 US Cy) gross fee). If Customer consumes more than 180M API calls, Customer will be billed monthly in arrears at the \$0.0025 rate.

All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

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 Street, Suite 400
Durham, NC 27701 USA

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



CONFIDENTIAL

The Parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.


Spreedly, Inc.

By:  DocuSigned by:
BE108849DB824F9...
Name: Nellie Vail
Title: CFO
Date: 3/25/2022

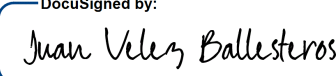
Exhibidora Mexicana Cinépolis SA de CV

By:  DocuSigned by:
B7A12355F3CF437...
Name: Alejandro Tejado Donde
Title: Procurement Director
Date: 3/26/2022

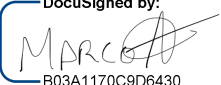
Witness

By:  DocuSigned by:
5267D691766E4A3...
Name: Oscar Miguel Félix Chaidez
Date: 3/26/2022

Approvals

 DocuSigned by:
CC8671B99069473...
Name: Juan Velez Ballesteros
Date: 3/25/2022

Signature page for Order Form #1 entered by and between Spreedly, Inc. and Exhibidora Mexicana Cinépolis, S.A. de C.V. on March 25, 2022.

 DocuSigned by:
B03A1170C9D6430...
Name: Marco A. Garcia de la Cruz
Date: 3/25/2022