Spreedly

AMENDMENT #1 TO SERVICE AGREEMENT

This Amendment #1 ("Amendment") is entered into as of August 31, 2016 ("Effective Date") by and 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 Pushpay IP LTD., a New Zealand corporation having its principal place of business at Level 6, 167 Victoria Street West, Auckland 1010 ("**Customer**" or "**you**"). This Amendment amends the Service Agreement dated February 29, 2016 in effect between Spreedly and Customer (the "**Agreement**"). Capitalized terms will have the meaning given in the Agreement, unless otherwise noted.

The parties hereby agree as follows:

1. Amendments.

    a. Section 3 of Part B of the Agreement is deleted in its entirety and replaced with the following language:

        3. Term: The initial term of this Agreement shall commence on the Effective Date and shall expire on March 31, 2018 (the "**Initial Term**"). Upon expiration of the Initial Term, the Agreement shall automatically renew for successive one (1) year renewal terms unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior the scheduled expiration of the Agreement. The "**Term**" shall refer to the Initial Term and any renewal terms. For purposes hereof, "**Contract Year**" means each 12-month period commencing on April 1st of a calendar year and expiring on March 31st of the following calendar year, provided that the first Contract Year shall commence on the Effective Date and expire on March 31, 2017.

    b. Exhibit A of the Agreement is hereby deleted in its entirety and replaced by the Exhibit A that is attached to this Amendment.

    c. Table within Exhibit B is hereby deleted in its entirety and replaced by the following Table and one additional paragraph that is attached to this Amendment.

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 Amendments; 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. Miscellaneous. The parties agree that the exclusive venue for any actions or claims arising under or related to this Amendment shall be in the appropriate state or Federal court located in Wake County, North Carolina. Each party irrevocably waive any and all rights they may have to trial by jury in any judicial proceeding involving any claim relating to or arising under this Amendment. This Amendment contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. If any provision of this Amendment is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Amendment unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decisions.

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: October 6th, 2016

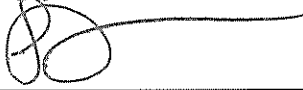**Customer: Pushpay IP, LTD.**

By: _____

Name: Paul Shingles

Title: C.O.D

Date: October 4th 2016

EXHIBIT A

PRICING

A. USAGE TIERS:

Customer shall be entitled to a maximum number of stored payments ("**Max Cards**") and a maximum number of included monthly transactions ("**Max Monthly Transactions**"), in each case based upon payment of an applicable annual base fee (each, a "**Base Annual Fee**") applicable to the Usage Tier selected by Customer prior to the commencement of the applicable Contract Year. The following table sets forth the applicable Base Annual Fee for each Usage Tier and its corresponding Max Cards and Monthly Transactions:

Usage Tier	Maximum Number of Endpoints	Maximum Number of Stored Payment Methods	Maximum Number of Monthly Transactions	Stored Payment Method Monthly Overage Fee	Transaction Monthly Overage Fee	Base Annual Fee
A	Unlimited	1,400,000	800,000	N/A	$187 per 80,000 transaction block	$120,000
B	Unlimited	1,500,000	800,000	N/A	$187 per 80,000 transaction block	$133,423
C	Unlimited	2,000,000	800,000	N/A	$187 per 80,000 transaction block	$150,000
D	Unlimited	3,000,000	800,000	$1,500 per 300,000 card block	$187 per 80,000 transaction block	$180,000

B. FEES:

1. For the first Contract Year Customer shall pay Spreedly the Usage Tier "A" Base Annual Fee in an amount equal to $103,600 less any credits owed, which includes 1,400,000 Max Cards and 800,000 Max Monthly Transactions. The Base Annual Fee for the first Contract Year shall be paid as follows:

- For the period from the Effective Date until August 31, 2016: **$33,600**, which is due and payable on or before August 31, 2016;For the period from September 1, 2016 through September 30, 2016: **$10,000**, which is due and payable on September 1st, 2016;
- For each of the two, final calendar quarters of the first Contract Year: **$30,000**, which shall be due and payable in advance on or before the first calendar day of each such calendar quarter.

2. For the second Contract Year Customer shall pay Spreedly the Usage Tier "B" Base Annual Fee in an amount equal to $133,000, which includes 1,500,000 Max Cards and 800,000 Max Monthly Transactions, which is due and payable on or before April 15, 2017.

3. If, during any Contract Year, Customer exceeds the Max Cards permitted by its then-current Usage Tier, Customer shall automatically be converted to the immediately next higher Usage Tier (the "**Escalated Usage Tier**") and must, upon receipt of an applicable invoice, pay within 15 days an incremental annual fee ("**Incremental Annual Fee**") in an amount equal to: (i) the difference between the Base Annual Fee previously paid to Spreedly for such Contract Year and the Base Annual Fee applicable to the Escalated Usage Tier, *multiplied by* (ii) a pro rata percentage derived by dividing the number of months (including partial months) remaining in such Contract Year by 12. For clarity, the following example demonstrated the calculation of the Incremental Annual Fee:

Example:

- For the second Contract Year (i.e., April 1, 2017 to March 31, 2018), Customer selects Usage Tier "B" and pays an initial Base Annual Fee of $133,423.
- On July 10, 2017, Customer exceeds the 1,500,000 Max Cards included in its Base Annual Fee. As a result, Customer is automatically converted to Usage Tier "C" and must immediately pay an Incremental Annual Fee.
- The Incremental Annual Fee is $12,432.75, which reflects: ($150,000 - $133,423) x (9/12) = $12,432.75.

4.   If, during any Contract Year, Customer has selected Usage Tier "D" and Customer thereafter exceeds the Max Cards permitted by Usage Tier "D" (*i.e.*, more than 3,000,000 stored cards), Customer must, upon receipt of an applicable invoice, pay within 15 days pay supplemental fee(s) equal to $1,500 for each additional 300,000 of stored cards in excess of 3,000,000. For example, if Customer's stored cards reach 3,000,001, it must pay Spreedly a supplemental fee of $1,500. Then, if Customer's stored cards reach 3,000,301, it must pay an additional supplemental fee of $1,500.

5.   If, during any calendar month during the Term, Customer processes transactions in excess of the applicable Max Monthly Transactions for such calendar month, Customer must, upon receipt of an applicable invoice, pay within 15 days pay a transactions overage fee for such calendar month in an amount equal to $187 for each additional 80,000 of transactions processed during such calendar month in excess of the Max Monthly Transactions. For example, if Customer processes 912,000 transactions in a calendar month, it must pay Spreedly a transactions overage fee of $374 for such calendar month.

C.   PAYMENT METHODS

Customer may elect to pay all amounts due under this Agreement either by:

(a)   a major credit card via Spreedly's online billing platform, which card shall be charged automatically on the relevant Quarterly Renewal Date or Annual Renewal Date; or

(b)   by wire transfer to the following account:

Receiver: Silicon Valley Bank

ABA/Routing #:   121140399

Beneficiary: 3301451580

Spreedly, Inc.

733 Foster Street, Suite 100

Durham, NC 27701

USA

Exhibit B SUPPORT; SERVICE LEVEL AGREEMENT

Table

Category	Definition	Spreedly Acknowledgement time	Resolution
Low	End-user or Customer complaint that requires investigation by Company (including bugs not impacting API uptime)	Up to 48 hours	Next update
Serious	Customer's use of Transaction Processing Service is severely impaired due to Spreedly-side issue	Up to 4 hours	Within 3 days
Critical A	Transaction Processing Service is unavailable due to Spreedly-side issue	Up to 60 minutes	Within 1 day
Critical B	Transaction Processing Service is unavailable due to a non-Spreedly-side issue	Up to 30 minutes	N/A

Customer is provided with a pager number as an alternate channel for communication during off hours to be utilized when Customer has exhausted investigation with the gateway, determined the solution is not the gateway's to provide, and find the issue to be a direct service problem with Spreedly in the Serious, Critical A or Critical B category. For in hours communication Customer will be provided with an account manager and their phone number.