

DJ/06/21/0581



AMENDMENT 1 TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is effective as of June 26, 2021 ("**Amendment Effective Date**"), pursuant to the Service Agreement dated March 26, 2019 ("**Agreement**") between Spreedly, Inc., a Delaware corporation having its principal place of business at 300 Morris St, STE 400, Durham, NC 27701 ("**Spreedly**") and Tenedora de Cines, S.A. de C.V., a Mexican company having its principal place of business at Av. Cumbre de Naciones 1200, Fracc. Tres Marías, Zona de Corporativos, CP 58254, Morelia, Michoacán (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 prior to June 26, 2021.


Pursuant to Section 19 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 Base Annual Fee under the Amended Exhibit A prorated from the Amendment Effective Date through the end of the current Renewal Term in quarterly installments, due within sixty (60) days of the invoice date to the following schedule: payment due date May 26, July 26, and October 26 of 2021 and January 26, 2022. The first quarterly installment will be equal to one quarter of the Base Annual Fee prorated for the period from the Amendment Effective Date through June 25, 2021, and the three remaining installments will be equal to one quarter of the Base Annual Fee. Thereafter, the Base Annual Fee will be invoiced and paid as addressed in the Amended Exhibit A.
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. 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.

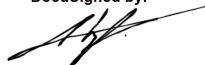
[SIGNATURES ON FOLLOWING PAGE]

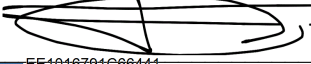
IN WITNESS WHEREOF, authorized representatives of the parties have executed this Amendment as of the last date of signature below:

Spreadly, Inc.

DocuSigned by:

By: 6793B5D8B8EC40E...
Name: **Justin Benson**
Title: **CEO**
Date: **6/24/2021**

Customer: Tenedora de Cines, S.A. de C.V.

DocuSigned by:

By: B7A12955F3CF437...
Name: Alejandro Tejado Dondé
Title: Attorney in fact
Date: June 23, 2021

DocuSigned by:

Witness
By: EE1016791C00441...
Gabriel Morales Becker
Date: June 23, 2021

Approvals

Oscar Miguel Felix Chaidez


OMFC

Jorge Á. Archundia Martínez


JAAM

This signature page belongs to the Amendment between Spreadly, Inc., and Tenedora de Cines, S.A. de C.V., executed on June 23, 2021.

EXHIBIT A**Pricing**

Customer shall pay Spreadly U.S.D. \$187,500.00 (one hundred eighty seven thousand and five hundred Dollars of the United States of America) for twelve (12) months of service ("**Base Annual Fee**") which shall entitle Customer to the following for the duration of the Initial or Renewal Term:

<i>Gross fees include 11.1111%* tax retention "gross up"</i>	Gross	Net
Platform Fee:	U.S.D. \$166,666.65*	U.S.D. \$150,000.00
Enterprise Assurance Agreement & SLAs		Included
Existing Spreadly End Points		Unlimited
PCI Compliant Card Storage Limit		Unlimited
Add New Standard PMD End Points		Included
API Usage Fee:	U.S.D. \$41,666.67*	U.S.D. \$37,500.00
Included API Calls (Annual)		15,000,000
Base Annual Fee	U.S.D. \$208,333.32*	U.S.D. \$187,500.00

* subject to change to current rate

In the event that Customer's actual number of API calls exceeds the number included in the Base Annual Fee, Spreadly will charge Customer for additional API call usage in blocks of 3,000,000 API calls at a rate of U.S.D.\$7,500.00 (seven thousand five hundred Dollars of the United States of America) per block (U.S.D.\$8,333.33 gross). In the month of overage, Spreadly will calculate the number of API calls Customer will use through the end of the current Initial or Renewal Term and invoice Customer the appropriate number of API call blocks. The calculation will be based on the average of the previous two (2) months' API call usage. In the event Customer's subsequent API call usage exceeds the total number of API calls purchased through added blocks before the end of the applicable Initial or Renewal Term, the same method will be used to charge Customer for additional blocks.

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 first year of the Initial Term in full within fifteen (15) days of the Effective Date. Each subsequent annual payment shall be invoiced sixty (60) days prior to the anniversary of the Effective Date ("**Annual Renewal Date**") and shall be due and payable prior to the Annual Renewal Date. Spreadly shall invoice customer as needed for additional API call blocks, and payment shall be due in full within sixty (60) days of the invoice date. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable, except as contemplated by the Agreement.

If Spreadly is required by law to pay, withhold or deduct any taxes, levies, imports, duties, charges, fees or other amounts from Customer's payments, such amounts will be invoiced to and paid by Customer in addition to fees, unless Customer provides Spreadly with a valid exemption certificate from the corresponding authority.

If Customer is required by law to pay, withhold or deduct any taxes, levies, imports, duties, charges, fees or other amounts (the "Applicable Withholding") from Customer's payments to Spreadly, Spreadly will be entitled to "gross-up" the applicable Service fees in an amount equal to the Applicable Withholding so that Spreadly receives the same amounts in fees it would have received but for the withheld amounts required by law. Such gross amounts will be (i) invoiced by Spreadly as provided in the fee table herein above; (ii) the Applicable Withholding will be deducted by Customer from its payment to Spreadly, so that after making the corresponding payment, Spreadly receives from Customer the amount due minus the Applicable Withholding; (iii) Customer will pay the Applicable Withholding directly to the corresponding authority.

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.