

ACCOUNT UPDATER SERVICES AGREEMENT

This Account Updater Services Agreement (the "Agreement") dated 10/31/2016 | 14:16 EDT, 2016 (the "Effective Date") is made between Spreedly, Inc., having a place of business at 733 Foster Street, Suite 100, Durham, NC 27701 ("Third Party Reseller" or "TPR"), and **Vantiv, LLC** having a place of business at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 for itself and its subsidiaries and affiliates (collectively "Acquirer") and shall be effective upon the Effective Date.

Whereas, Acquirer is willing to offer the Account Updater Services (as defined below) to Third Party Reseller in accordance with all of the terms and conditions of this Agreement; and

Whereas, Third Party Reseller agrees to make certain payments to Acquirer in connection with Acquirer's provision of the Account Updater Services to Third Party Reseller.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the parties agree as follows:

1. **Account Updater Service.** Acquirer agrees to offer TPR, pursuant to the pricing set forth below and the other terms and conditions of this Agreement, certain account updating services to be provided through Acquirer's relationship with VISA, USA, Inc. ("VISA") and MasterCard International Incorporated ("MasterCard") (the "Card Associations") (the updating services referred to as "Account Updater Services" or "AUS") by which (i) TPR may submit to Acquirer a file of current limited and permitted (as discussed in greater detail below) cardholder information provided to it by merchants within its portfolio of merchants (the "Participating Merchants"), so that such cardholder information may be transmitted by Acquirer to the Card Associations to allow such cardholder information to be matched and verified against information currently on file with the Card Associations, and (ii) Acquirer transmits the results of such matched and verified information back to TPR. TPR shall, at its sole expense, provide all inquiry files to Acquirer in a format designated by Acquirer and in accordance with Acquirer's standards and timeframes, all as established by Acquirer in its sole discretion, and TPR will cooperate with Acquirer in connection with any Card Association third party registration requirements related to the AUS.

2. **Account Updater Service Pricing.** TPR agrees to promptly pay the following fees to Acquirer in connection with the AUS:

Matched Transaction Fee	\$0.11 / matched transaction
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3. **General Provisions.**

3.1. **Representations, Warranties, Disclaimers, and Other Terms.** In connection with Acquirer providing TPR the AUS, TPR represents and warrants as follows: (i) TPR will ensure that it and all Participating Merchants use the AUS solely for the purpose of updating applicable cardholder information in order to complete future pre-authorized applicable transactions in accordance with the Rules (as defined below) and shall not use AUS data for any other purpose; (ii) TPR is currently and will remain compliant with all applicable provisions of the then current Payment Card Industry Data Security Standards as promulgated by the Payment Card Industry Security Council as well as the Visa Cardholder Information Security Program; (iv) within ninety (90) days of a merchant of TPR becoming a Participating Merchant, TPR shall enter into a written agreement with each Participating Merchant that authorizes the Participating Merchant to use AUS and obligates the Participating Merchant to comply with the merchant requirements of the AUS terms of use, and the confidentiality and other applicable obligations set forth in the Rules; and (v) TPR shall at all times comply with the Rules, where Rules means the written regulations and procedures issued by the Card Associations, as amended from time to time, including but not limited to the rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by the Card Associations including but not limited to the merchant requirements of the AUS set forth in the Rules. TPR agrees that it is solely responsible for its participation in and for any liability arising from its use of the AUS (including any liability arising from a Participating Merchant's participation in and use (or misuse) of the AUS). TPR agrees to furnish Acquirer limited and redacted as necessary financial statements concerning TPR as Acquirer may from time to time request, but only in connection with Acquirer continuing to provide the AUS to TPR. TPR hereby assumes all risk associated with its use of the AUS, and Acquirer shall have no liability whatsoever to TPR for any liability associated with the AUS or this Agreement, including but not limited to the accuracy or completeness of the information provided via the AUS. Acquirer makes no guarantee for any rate or number of matched transactions or verified transactions. WITHOUT LIMITING THE FOREGOING, IN CONNECTION WITH THIS AGREEMENT OR ACQUIRER'S PROVISION OF THE AUS, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.2. **Indemnification.** TPR, in connection with this Agreement, shall indemnify, defend and hold harmless Acquirer, its officers, directors, employees, subsidiaries, affiliates, representatives, successors and assigns from and against any and all claims, allegations, suits, damages, liabilities, losses, expenses, costs, including reasonable attorney's fees, or amounts payable under any judgment, verdict, court order or settlement resulting from or arising out of any damages suffered by Acquirer, Acquirer customers, or any third party due to or arising out of: (i) TPR's breach of any of the representations, warranties, terms or conditions of this Agreement including those breaches committed by a Participating Merchant; (ii) TPR's or its employees or agents gross negligence or intentional or willful misconduct in connection with the AUS; and (iii) TPR's or its employees or agents (including Participating Merchants) violations of any applicable federal, state, or local laws, ordinances, codes or regulations or any Rules.

Acquirer, in connection with this Agreement, shall indemnify, defend and hold harmless TPR, its officers, directors, employees, subsidiaries, affiliates, representatives, successors and assigns from and against any and all claims, allegations, suits, damages, liabilities, losses, expenses, costs, including reasonable attorney's fees, or amounts payable under any judgment, verdict, court order or settlement resulting from or arising out of any damages suffered by TPR, Participating Merchants, or any third party due to or arising out of: (i) Acquirer's breach of any of the representations, warranties, terms or conditions of this Agreement; (ii) Acquirer's or its employees or agents gross negligence or intentional or willful misconduct in connection with the AUS; and (iii) Acquirer's or its employees or agents violations of any applicable federal, state, or local laws, ordinances, codes or regulations or any Rules,

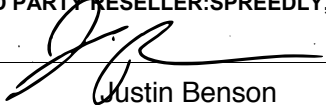
including without limitation all applicable privacy laws. Notwithstanding anything set forth to the contrary in this Agreement, Acquirer's total aggregate liability related to or arising out of or in connection with this Agreement shall in no event exceed an amount equal to the fees actually collected by Acquirer from TPR under this Agreement for the twelve (12) calendar months immediately preceding the date on which the cause of action arose.

- 3.3. **Cardholder Information.** Acquirer agrees to (i) protect that such cardholder information with the same degree of care it would exercise to protect its own confidential and/or proprietary information (or at least a reasonable degree of care), (ii) not use such cardholder information for any purpose other than transmitting such cardholder information to the Card Associations as required by the AUS, (iii) not disclose any part of the cardholder information to any person or entity other than the Card Associations as necessary to perform the AUS. Upon expiration or termination of this Agreement, Acquirer agrees to return to TPR any cardholder information it may have in its possession. Without limiting the foregoing, Acquirer acknowledges and agrees that it obtains no rights to any cardholder information transmitted from TPR to Acquirer hereunder.
- 3.4. **Term.** The term of this Agreement shall commence on the date that this Agreement is executed by both Acquirer and TPR ("Commencement Date") and shall continue for a term of one (1) year from the first day of the calendar month following the Commencement Date (the "Initial Term"). Except as hereafter provided, unless either party gives written notice to the other party at least 90 days prior to the expiration of any term, the Agreement shall be automatically extended for additional terms equal to the Initial Term. Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement at any time and for any reason upon sixty (60) days' prior written notice to the other party.
- 3.5. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and permitted transferees and assignees. Neither this Agreement nor any interest herein may directly or indirectly be transferred or assigned by TPR, in whole or in part, without the prior written consent of Acquirer, except in connection with the sale or merger of substantially all of a TPR's stock or assets. Acquirer may assign this agreement to an affiliate of Acquirer without prior notice.
- 3.6. **Applicable Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio.
- 3.7. **Counterparts and Copies.** This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Each party agrees that scanned or facsimile signatures will have the same legal effect as original signatures and may be used as evidence of execution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the dates set forth below.

THIRD PARTY RESELLER: SPREEDLY, INC. _____

Signature



Printed Name

Justin Benson

CEO

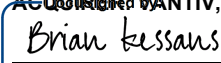
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10/21/2016

Date

ACQUIRER: VANTIV, LLC _____

Signature



Printed Name

Brian Kessans

Printed Name

Director Contracts Mgmt

Title

10/31/2016 | 14:16 EDT

Date