

AMENDMENT NO. 1 TO SAAS AGREEMENT

Amendment No. 1 to the SaaS Agreement, dated January 5, 2024 (the "**Amendment**"), between Spreedly, Inc., a Delaware corporation, with offices located at 300 Morris St STE 400 Durham, NC 27701 ("**Provider**" or "**Supplier**" or "**Spreedly**"), and Mastercard International Incorporated, a Delaware corporation ,with offices at 2000 Purchase Street, Purchase, New York 10577 ("**Mastercard**") and together with Provider / Supplier / Spreedly, the "**Parties**," and each, a "**Party**").

WHEREAS, the Parties have entered into the SaaS Agreement, dated June 30, 2023 (the "**Existing Agreement**"); and

WHEREAS, the Parties desire to amend the Existing Agreement to amend the list of sub-processors on Exhibit D on the terms and subject to the conditions set forth herein; and

WHEREAS, pursuant to Section 20.13 of the Existing Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Effective Date (as defined in 3), the Existing Agreement is hereby amended or modified as follows:

(a) Section 5.8 Data Disclosures of Exhibit D of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“5.8 Data Disclosures

Provider must not share, transfer, transmit, disclose or otherwise provide access to or make available any Personal Data to any person (whether a natural person, legal entity or any other organization other than those listed below or as otherwise authorized by Mastercard in writing in advance.

Name and address of Sub-Processor	Location(s) where Personal Data Are stored or from which Personal Data Are Accessed by the Sub-Processor	Description of service
Auth0 10800 NE 8th Street Suite 700 Bellevue, WA 98004	USA	Spreedly direct customer portal login
AWS	USA	Cloud data processing & observability

410 Terry Avenue North, Seattle, WA 98109- 5210		
Fastly 475 Brennan St #300, San Francisco, CA 94107	USA	Edge services (CDN / WAF)
FiveTran 1221 Broadway Floor 20 Oakland, CA 94612	USA	SaaS data integration service
Looker 1600 Amphitheatre Parkway Mountain View, CA 94043	USA	Business intelligence and visualization for analytics
Seglan Foronda street, 6 28034 Madrid	Canada	3DS Provider
Sentry.io / Functional Software, Inc. d/b/a Sentry 5 Fremont Street, 8th Floor, San Francisco, CA 94105	USA	Exception Tracking
Slack 500 Howard Street San Francisco, CA 94105	USA	Private customer communication
Snowflake 106 East Babcock Street, Suite 3A, Bozeman, Montana 59715	USA	Data warehousing
Zendesk 1019 Market Street San Francisco, CA 94103	USA	Inbound customer support and help center/community

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing

Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import[, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

(a) This Amendment and all related documents, and all matters arising out of or relating to this Amendment, whether sounding in contract, tort, or statute are governed by, and construed in accordance with the laws of the State of New York, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

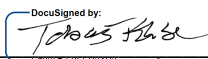
(e) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

Spreadly, Inc.

By  _____
Name: Nellie Vail
Title: CFO

Mastercard International Incorporated

By  _____
Name: Tobias Puehse
Title: Vice President, Product Development