



AMENDMENT 2 TO SERVICE AGREEMENT

(Converting to Order Forms)

This Amendment (the “**Order Form Amendment**”) is effective as of September 28th 2022 (the “**Amendment Effective Date**”), pursuant to the Service Agreement, dated August 28th 2019 (the “**Agreement**”), between Spreedly, Inc., (“**Spreedly**”) and Fly Play hf. (formerly WAB air ehf.), (“**Customer**”). Capitalized terms not otherwise defined herein will 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 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 Spreedly the fees and charges described in each Order Form entered into by Customer and Spreedly (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 Spreedly (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 will 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, Spreedly will be entitled to “gross-up” the applicable fees in such amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly 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 thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and notifying Spreedly of any changes to that information.
 - d. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available under this Agreement, Spreedly may charge interest on the past due amount at the rate of 1 % per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.
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 Customer has changed its corporate name to Fly Play ehf. and the Agreement 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.

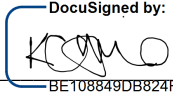
[Signatures on Next Page]



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: 9/28/2022

Fly Play hf.

By:  DocuSigned by:
3E3D612C88CE468...

Name: Thora Eggertsdottir

Title: CFO

Date: 9/27/2022

**SCHEDULE A****ORDER FORM [#]**

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

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

Order Form Issued:
Offer 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 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**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 40
Durham, NC 27701

To: Fly Play hf.

Billing Address:

Sudurlandsbraut 14
108 Reykjavik, Iceland

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, or, in the absence of an ESA, the Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service>.

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 12 months. Thereafter, this Order Form will automatically renew for successive 12-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. Each 12 months of service will be deemed a "Contract Year".

2) Fees.

Customer will pay Spreedly a "Base Annual Fee" for each 12 months of service in accordance with the pricing table below, which will entitle Customer to the following services for the duration of the Contract Year:

| | |
|----------------------------------|------------------|
| Enterprise Platform Fee: | \$85,000 |
| Existing Spreedly End Points | Unlimited |
| PCI Compliant Card Storage Limit | Unlimited |
| Add New Standard PMD End Points | Included |
| Enterprise Assurance Agreement | Included |
| API Usage Fee: | \$25,000 |
| Included Non Partner API Calls | 5,000,000 |
| Per API Call Rate | \$0.005 |
| Included Partner API Calls | Unlimited |
| Base Annual Fee | \$115,000 |



The API Usage Fee in the table above includes the indicated allotments of API calls, which can be used over the relevant Contract Year . The following API calls made to partner gateways will not be counted against that allotment as long as the partner remains in good standing in the Spreedly gateway partner program:

- A Purchase API call against the partner gateway
- A Capture API call against the partner gateway
- A Refund API call against the partner gateway
- A Void API call against the partner gateway
- An Authorization API call against the partner gateway

In the event Customer's actual API usage exceeds the included volumes during a Contract Year , Spreedly will bill Customer monthly in arrears at a rate of \$0.01 per API call for the remainder of the contract term.

Customer may also or instead elect to purchase additional blocks of 5,000,000 API calls at the contract rate of \$0.005 per API call any time during the Initial or Renewal Term. Each additional block of API calls purchased will be added to the API usage allotment for the current Contract year and expire at the end of that Contract Year .

3) Renewal Terms Fees.

The Annual Platform Fee and API Usage Fee will increase by 6% over the prior Contract Year in each successive Renewal Term.

4) Payment Terms.

Customer will pay the Base Annual Fee in four (4) equal payments, with the first payment of \$28,750 due and payable in full within 30 days of the Order Effective Date. Each subsequent quarterly payment shall be invoiced 30 days prior to next billing quarter based on the anniversary of the Order Form Effective Date ("Quarterly Payment Date") and will be due and payable prior to the Quarterly Payment Date. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

5) Support Services.

Upon payment of the applicable fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms posted at <https://www.spreedly.com/support-services-terms> at the support level specified in this Order Form.

6) 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: Webster Bank
 ABA/Routing #: 211170101
 SWIFT Code: WENAUS31
 Beneficiary: 0024760830
 Spreedly, Inc.
 300 Morris Street, Suite 400
 Durham, NC 27701
 USA

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

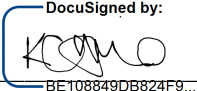
[Signatures on Next Page]



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: 
Name: Nellie Vail
Title: CFO
Date: 9/28/2022

Fly Play hf.

By: 
Name: Thora Eggertsdottir
Title: CFO
Date: 9/27/2022