



AMENDMENT #3 TO SERVICE AGREEMENT

This Amendment #3 (“**Amendment**”) is effective as of the last date of signing below (“**Amendment Effective Date**”), pursuant to the Service Agreement, dated February 29, 2016 (as amended prior to the date hereof, the “**Agreement**”), between Spreedly, Inc., a Delaware corporation having its principal place of business at 300 Morris Street, Suite 400, 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**”). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

The parties hereby agree as follows:

1. The parties mutually agree to begin a new 2 year Term on April 1, 2020. Thereafter, the Agreement shall automatically renew for successive one-year periods (each, a “Renewal Term”) unless either party has provided written notice of its intent to not renew the Agreement not less than sixty (60) days prior to the expiration of the then-current Term.
2. 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.
3. Any credit owed to the Customer, based on fees paid for services not yet received under the Agreement, shall be applied to the first invoice of this Amendment.
4. Notwithstanding anything in the Agreement to the contrary:
 - I. Spreedly represents and warrants that the services shall perform substantially in accordance with Section 1 of the Spreedly Terms of Service.
 - II. The Spreedly Partner GDPR Annex is incorporated herein by reference.
 - III. Company may freely assign the Agreement, as amended from time to time, to any party acquiring a controlling interest in Pushpay.
5. **Exhibit A** shall be replaced in its entirety with the following terms (listed below):

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

Annual Fees	Year 1	Year 2 and Renewal Terms
Platform Fee:	\$195,000	\$195,000
Enterprise Assurance Agreement	Included	Included
Existing Spreedly End Points	Unlimited	Unlimited
PCI Compliant Card Storage Limit	Unlimited	Unlimited
Add New Standard PMD End Points	Included	Included
API Usage Fee:	\$165,000	\$181,500
Included Non-Partner API Calls (Annual)	30,000,000	33,000,000
Price per API Call	\$0.0055	\$0.0055
Base Annual Fee	\$360,000	\$376,500

In the event Customer’s actual API usage exceeds the included volumes used to determine the Base Annual Fee before the end of a Contract Year, Spreedly will bill Customer for additional usage in blocks of 1,000,000 API calls at a rate of \$5,500 per block. In the month of overage, Spreedly will estimate the number of API calls Customer will use through the end of the current Contract Year and bill the appropriate number of API call blocks. The estimate will be based on the average of the previous two months’ API usage. In the event Customer’s remaining API usage exceeds the added blocks before the end of the Contract Year, the same method will be used to bill additional blocks.

Test Account:

Customer shall be provided a separate test account solely for the purpose of test transactions to Spreadly for a flat fee of \$20,400 per Contract Year.

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 Term in full within 15 days of the Amendment Effective Date. Each subsequent annual payment shall be invoiced 30 days prior to the start of a Contract Year and shall be due and payable prior to the start of a Contract Year. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable except as otherwise set forth in the Agreement, as it may be amended from time to time.

All payments to be made under this Agreement shall 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, it will pay Spreadly such additional amounts as are necessary to ensure receipt by Spreadly of the full amount which Spreadly would have received but for the deduction.

Total fees owed under this contract for Year 1: \$380,400

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
Spreadly, Inc.
733 Foster Street, Suite 100
Durham, NC 27701
USA

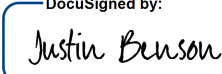
(b) check delivered to the address specified in the relevant invoice.

6. 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.
7. No Other Consents; 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.
8. Governing Law. This Amendment shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).
9. 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.
10. Incorporation of Miscellaneous Provision. Section 15 of the Agreement shall apply hereto as if fully set forth herein, *mutatis mutandis* (it being understood that references therein to "this Agreement" shall be deemed references to "this Amendment").

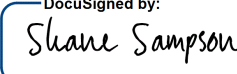
[SIGNATURES ON FOLLOWING PAGE]

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: 6/1/2020

Customer: Pushpay IP, LTD.

By: 
Name: Shane Sampson
Title: CFO
Date: 6/1/2020