Spreedly

AMENDMENT TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is entered with an effective date of February 24, 2019 ("**Amendment Effective Date**"), pursuant to the Service Agreement, dated May 25, 2016 (the "**Agreement**"), between Spreedly, Inc., a North Carolina corporation having its principal place of business at 733 Foster Street, Suite 100, Durham, NC 27701 ("**Spreedly**", "**we**" or "**us**") and Westfield Property Management LLC (assumed from Westfield Labs Corporation), a Delaware limited liability company having its principal place of business at One World Trade Center, 46th Floor, New York, NY 10007 ("**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 hereby mutually agree to begin a new 12-month Term on the Amendment Effective Date.

2. The Agreement shall be amended to automatically renew for a successive one year period at the end of each Term unless either party provides written notice of its intent to not renew this Agreement not less than sixty (60) days prior to the expiration of the then-current Term.

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. **Exhibit A** shall be replaced in full with the following terms (listed below):

   Customer shall pay Spreedly $75,000 for 12 months of service ("**Base Annual Fee**") which shall entitle Customer to the following for the duration of the Term:

Platform Fee:	**$50,000**
Enterprise Assurance Agreement	Included
Existing Spreedly End Points	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD End Points	Included
API Usage Fee:	**$25,000**
Included Non-Partner API Calls (Annual)	5,000,000
Base Annual Fee	**$75,000**

API Usage Fees:
The usage fees related to the following partner API calls will be waived as long as 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 used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears at a rate determined by the contract month in which the Customer first exceeds the included API volume.

- If the overage first occurs in Month 1 through 10: billed at $0.01 per API call for the remainder of the contract term.
- If the overage first occurs in Month 11 or 12: billed at $0.0075 per additional API call for the remainder of the contract term.

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 15 days of the Effective Date. Each subsequent annual payment shall be invoiced 30 days prior to the anniversary of the Effective Date ("Annual Renewal Date") and shall be due and payable prior to the Annual Renewal Date. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

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 Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.

Total fees owed under this contract: $75,000

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

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

5. **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.

6. **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.

7. **Governing Law.** This Amendment shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).

8. **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.

9. **Incorporation of Miscellaneous Provision.** Section 14 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: 02/19/2019

Customer: Westfield Property Management LLC

By: _____

Name: MARIoT

Title: HEAD oF DaTA & DaTA Sawᴛɪᴏᴺᴺ

Date: 2/14/19

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