



AMENDMENT TO SERVICE AGREEMENT

(Converting to Order Forms)

This Amendment (the “**Order Form Amendment**”) is effective as of April 11th, 2022 (the “**Amendment Effective Date**”), pursuant to the Service Agreement, dated April 11th, 2017 (the “**Agreement**”), between Spredly, Inc., (“**Spredly**”) and Omicron Media, Inc. (“**Customer**”). Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Agreement.

Pursuant to Section 16 of the Agreement the parties hereby agree as follows:

1. Section 5 of the Agreement (Pricing) and the corresponding pricing Exhibit A is hereby deleted in its entirety and replaced with the following:
 5. Fees and Payment.
 - a. Fees. Customer will pay to Spredly the fees and charges described in each Order Form entered into by Customer and Spredly (the “Fees”) in accordance with such Order Form and this Section 5. 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 Spredly in a form substantially similar to the Schedule A attached hereto that references this 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, it will pay Spredly such additional amounts as are necessary to ensure receipt by Spredly of the full amount which Spredly 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 Spredly 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, Spredly may charge interest on the past due amount at the rate of 1.5% 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. 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.

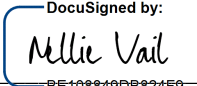
[Signatures on Next Page]



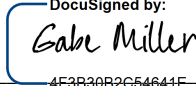
CONFIDENTIAL

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: 
Name: Nellie Vail
Title: CFO
Date: 3/31/2022

Omicron Media, Inc

By: 
Name: Gabe Miller
Title: Director
Date: 3/31/2022

**SCHEDULE A****ORDER FORM #1**

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

Omicron Media Inc
807 W. Morse Blvd, Ste 101
Winter Park, FL 32789

Date Issued:

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 (a "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) Payments:

In the event Customer's actual API usage of the Service exceeds the included volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears for overages at a rate of \$0.005 cents per additional API call.

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.

[Signatures on Next Page]