



## AMENDMENT TO SERVICE AGREEMENT

(Converting to Order Forms and Support Level)

This Amendment (the “**Order Form Amendment**”) is effective as of the last day it is signed (the “**Amendment Effective Date**”), pursuant to the Service Agreement, dated 06/07/2019 (the “**Agreement**”), between Spreedly, Inc., (“**Spreedly**”) and Delivery Hero Uruguay Marketplace S.A. formerly Aravo S.A., (“**Customer**”). Capitalized terms not otherwise defined herein shall 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 are hereby deleted in their 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 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, 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.  
  
 Spreedly will include a statement of grossed up fees in Customer’s invoice and provide any applicable documentation requested by the customer in order for the Customer to comply with and perform its obligations under applicable tax laws.
    - 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 forty-five (45) 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 1.5% 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. The parties acknowledge that as of June 30, 2020, Customer has changed its corporate name to Delivery Hero Marketplace Uruguay S.A. and the Agreement with Customer will continue under that name.
4. The parties agree to revise the Support: Service Level Agreement by deleting Exhibit B in its entirety and replacing it with the attached Schedule B.
5. 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.

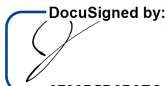
[Signatures on Next Page]



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.****Delivery Hero Uruguay MarketPlace S.A.**

By:  DocuSigned by:  
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Name: Justin Benson

Title: CEO


Date: 5/26/2022

By:  DocuSigned by:  
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Name: Pamela Potrie Altieri

Title: Director

Date: 5/26/2022

By:  DocuSigned by:  
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Name: Juan Muxi Methol

Title: Managing Director

Date: 5/26/2022

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

**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 shall 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**



## SCHEDULE B

### Premium Support Services Terms

Spreedly will provide email support between 3.00 am and 8.30 pm (US Eastern time zone) Monday through Friday. Customer and its employees and consultants can contact Spreedly at support@spreedly.com with questions about the Platform, to report errors or other problems with the Platform, or to otherwise request support or assistance with respect to the Platform. Spreedly will maintain a sufficient number of Spreedly support staff to ensure timely responses to emails from Customer and to otherwise satisfy Spreedly's obligations under this Schedule.

Spreedly shall make Updates to the Platform available to Customer on a regular basis. In addition, Spreedly shall troubleshoot and resolve errors related to the Platform in accordance with the following table:

Priority Category	Definition	Spreedly Acknowledgement Time	Resolution
Low	End-user or Customer request that requires investigation by Spreedly (including bugs not impacting API uptime)	Up to 24 hours	Within 48 hours
Serious	Customer's use of Transaction Processing Service is severely impaired due to Spreedly-side issue	Up to 2 hours	Within 24 hours
Critical	Transaction Processing Service is unavailable due to Spreedly-side issue	Up to 30 minutes	Within 4 hours

Spreedly has internal systems and procedures in place to notify support personnel of critical issues with the Transaction Processing Service 24 hours a day, 7 days a week.

#### Premium-level Account Management:

All enterprise accounts benefit from support prioritization and a named Technical Account Manager.

Premium-level accounts benefit from a named Strategic Account Manager and a designated Support Specialist, to be assigned at the discretion of the Director of Support Engineering.

Customer and Spreedly will also open a Shared Slack Channel for communication and support purposes.



### Service Level Agreement

The Transaction Processing Service (as defined below) shall be available 99.99%, measured monthly, excluding scheduled maintenance. For purposes hereof, "Transaction Processing Service" means Spreedly's core API responsible for processing Customer's payment transaction requests and does not include any beta features or non-payment transaction Spreedly services such as dashboard reporting. For purposes of calculations, the following shall apply:

- "Availability" means that the services are up and running, accessible by Customer and its end users, without interruption or undue delay.
- Any downtime resulting from outages of third-party connections or utilities or other reasons beyond Spreedly's control will be excluded from any such calculation.
- Any unavailability resulting from Spreedly's right to suspend the Service in accordance with the terms of the Agreement shall be excluded from any such calculation.
- Downtime shall begin to accrue as soon as the Transaction Processing Service is unavailable to Customer and/or its end users and continues until the availability of the Transaction Processing Service is restored.
- Spreedly shall give no less than 5 business days prior written notice to Customer of all scheduled maintenance. Spreedly shall perform scheduled maintenance in such a way that any interruption of the Transaction Processing Service is kept to a minimum and will provide a maintenance window during which the scheduled maintenance will be carried out (which shall not exceed 60 minutes individually or 24 hours in the aggregate in any month).

In the event of a failure to comply with foregoing service level for a given calendar month (a "Service Level Failure"), Spreedly shall issue a credit to Customer (each, a "Service Credit") in the following amounts based on the availability for the applicable calendar month (as follows):

Monthly Availability Percentage	Credit Percentage
Less than 99.99% but greater than or equal to 99.95%	5% of 1/12 <sup>th</sup> of Base Annual Fee
Less than 99.95% but greater than or equal to 99.80%	10% of 1/12 <sup>th</sup> of Base Annual Fee
Less than 99.80% but greater than or equal to 99.70%	15% of 1/12 <sup>th</sup> of Base Annual Fee
Less than 99.70%	20% of 1/12 <sup>th</sup> of Base Annual Fee

Service Credits may not be redeemed for cash and shall be applied to Customer's next applicable payment of Base Annual Fee. The issuance of Service Credits sets forth Spreedly's sole obligation and liability and Spreedly's sole remedy for any Service Level Failure.

Notwithstanding the foregoing, Spreedly has no obligation to issue any Service Credit unless Customer requests such Service Credit in writing within ten (10) days of the Service Level Failure.