



FIRST AMENDMENT TO SERVICE AGREEMENT

(Converting to Order Forms)

This First Amendment (the “**Order Form Amendment**”) is effective as of June 1, 2022 (the “**Amendment Effective Date**”), pursuant to the Service Agreement, dated June 1, 2021 (the “**Agreement**”), between Spreedly, Inc., (“**Spreedly**”) and BMW Canada Inc., (“**Customer**”). Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Agreement.

Pursuant to Section 24 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, it shall not be responsible to pay Spreedly any additional amounts.
 - 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 receipt of the invoice. 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. 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]



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: 
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Name: Nellie Vail

Title: CFO

Date: 5/16/2022

BMW Canada Inc.

By: 

Name: Andrew Scott

Title: Director, BMW Brand Management

Date: 5/16/2022

By: 

Name: Ian Sideco

Title: Secretary

Date: May 16, 2022

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

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

To:
BMW Canada Inc.
50 Ultimate Drive
Richmond Hill, ON L4S 0C8
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.