



## AMENDMENT TO SERVICE AGREEMENT

(Converting to Order Forms)

This Amendment (the “**Order Form Amendment**”) is effective as of September 20, 2022 (the “**Amendment Effective Date**”), pursuant to the Service Agreement, dated September 20, 2019 (the “**Agreement**”), between Spreedly, Inc., (“**Spreedly**”) and Grabango, Co., (“**Customer**”). Capitalized terms not otherwise defined herein will 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 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, 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.
    - 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 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.

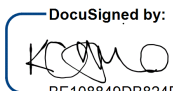
[Signatures on Next Page]



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:   
BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 9/20/2022

**Grabango, Co.**

By:   
64FE1C2530644E7...

Name: Ryan Smith

Title: CTO

Date: 9/20/2022

**SCHEDULE A****ORDER FORM [#]**

**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 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) Renewal Term Fees:****4) Account Management:****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:	Webster Bank
ABA/Routing #:	211170101
SWIFT Code:	WENAUS31
Beneficiary:	0024760830
	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**

**ORDER FORM #1****Spreedly, Inc.**

300 Morris Street  
Suite 400  
Durham, NC 27701

**To:**

**Customer Legal Name:** Grabango Co.

**Billing Address:** 2000 Alston Way, #60  
Berkeley, CA 94701

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, or, in the absence of an ESA, the Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service>.

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.** Unless otherwise terminated in accordance with the Agreement, the initial term of this Agreement will be for a period of one (1) year from the Order Form Effective Date (the "Initial Term"). Thereafter, this Order Form will automatically renew for successive one-year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless either party has provided written notice of its intent to not renew not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service hereunder will be deemed a "Contract Year".

**2) Platform Fees.** Customer will pay Spreedly an "**Base Annual Fee**" which entitles Customer to the services set out in Table 1 below.

**Table 1**

Enterprise Pricing	
<b>Enterprise Platform Fee</b>	<b>\$79,500</b>
Enterprise Assurance Agreement	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
<b>API Usage Fee</b>	<b>\$7,500</b>
Included API Calls	1,500,000
Cost per API Call	\$0.005
<b>Total Base Annual Fee</b>	<b>\$87,000.00</b>

Customer is pre-purchasing 1,500,000 API calls at a cost of \$0.005 per call to be consumed over the Initial Term. Spreedly will invoice Customer monthly in arrears at a rate of \$0.0075 per API call for any API call consumed more than the initial purchase volume of 1,500,000. During any Renewal Term, Customer will purchase a minimum of 1,500,000 API calls in each subsequent Contract Year.

**3) Renewal Terms Fees:** The Enterprise Platform Fee will increase by 3% over the prior Contract Year in each successive Renewal Term.

**4) Account Management.** All enterprise accounts benefit from support prioritization and a named account manager.

**5) Payments:**

Customer will pay the Total Base Annual Fee in equal quarterly installments, with the first installment due and payable within 30 days of the Order Form Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment 30 days prior to the three, six, and nine, month anniversaries of the Order Form Effective Date (a "Quarterly Renewal Date"), with such amounts due and payable prior to the relevant Quarterly Renewal Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced 30 days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable prior to the Annual Renewal Date.

Customer may elect to pay all amounts due under this Agreement either by:

- (a) ACH payment or wire transfer to the following account:

Receiver: Webster Bank  
ABA/Routing #: 211170101  
SWIFT Code: WENAUS31  
Beneficiary: 0024760830  
Spreedly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
USA

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

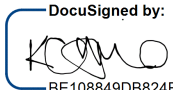
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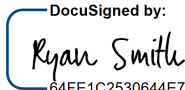
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**Spreedly, Inc.**

By:  \_\_\_\_\_  
Name: Nellie Vail  
Title: CFO  
Date: 9/20/2022

**Grabango Co.**

By:  \_\_\_\_\_  
Name: Ryan Smith  
Title: CTO  
Date: 9/20/2022