



## AMENDMENT 1 TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is effective as of the last date of signing below ("**Amendment Effective Date**"), pursuant to the Service Agreement, dated March 6th, 2020 (the "**Agreement**"), between Spreedly, Inc., a Delaware corporation having its principal place of business at 300 Morris St, STE 400, Durham, NC 27701 ("**Spreedly**", "**we**" or "**us**") and WP Company LLC, having its principal place of business at 1302 K St NW, Washington, DC 20071 ("**Customer**" or "**you**"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

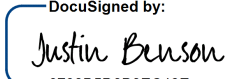
**Pursuant to Section 18 of the Agreement the parties hereby agree as follows:**

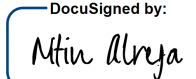
1. The parties agree to revise the pricing terms by replacing Exhibit A under the Agreement (the "Original Exhibit A") in its entirety with the revised Exhibit A which is attached hereto (the "Amended Exhibit A") on March 6, 2021.
2. The parties hereby mutually agree to extend the Term of the Agreement for an additional one-year period, effective March 6, 2021 and expiring on March 6, 2022.
3. Section 5 of the Agreement is hereby amended to add subsection c. as follows:
  - c. Spreedly shall provide the Service in a professional manner consistent with general industry standards. Spreedly warrants that the Service will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Service documentation. Customer's sole and exclusive remedy for any breach of this warranty shall be, at no additional charge to Customer, for Spreedly to use commercially reasonable efforts to correct the non-conformity. Except as provided in the documentation, Spreedly does not warrant that the Service will meet Customer's requirements or operate in combination with any other service providers, or that the Service's operation will be uninterrupted or error-free. Spreedly does not make and will not be liable for any warranties other than those expressly included in this Agreement.
4. Section 12 a. of the Agreement is hereby amended to add subsection (iv), and is included in its entirety as follows:
  - a. Spreedly shall indemnify, defend and hold harmless Customer against any loss or damage that Customer may sustain or incur (including attorneys' fees and costs), in relation to any claim or action by a third party (including, without limitation, any regulatory or government authority) (each a "**Claim**"), arising out of or related to any of the following: (i) any claim that the Service infringes, violates or misappropriates a patent, copyright, trademark, trade secret or other intellectual property right of any third party (collectively, "**Third-Party IP Rights**"); (ii) any breach by Spreedly of Section **Error! Reference source not found.** (Confidential Information), Section 8 (PCI-DSS) or Section 9 (Security); (iii) any Breach of Security that is caused by Spreedly's material breach of its security obligations set forth in Section **Error! Reference source not found.**; or (iv) any failure to comply with applicable laws, or regulations, arising out its obligations under this Agreement.
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.

**IN WITNESS WHEREOF**, authorized representatives of the parties have executed this Amendment as of the last date of signature below:

**Spreedly, Inc.**

**Customer: WP Company, LLC**

By:   
6793B5D8B8EC48E...  
 Name: Justin Benson  
 Title: CEO  
 Date: 5/3/2021

By:   
7E6C5A556F0F46F...  
 Name: Nitin Alreja  
 Title: VP of Engineering  
 Date: 5/3/2021

**EXHIBIT A****PRICING**

Customer shall pay Spreadly a “**Total Base Annual Fee**” of \$95,000 for the Term of this Agreement, which shall entitle Customer to the following:

<b>Enterprise Pricing Table</b>	
<b>Enterprise Platform Fee: \$75,000</b>	<b>\$75,000</b>
Enterprise Assurance Agreement & SLAs	Included
Existing Spreadly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
<b>API Usage Fee:</b>	<b>\$20,000</b>
Included API Calls	<b>4,000,000</b>
Cost per API Call	<b>\$0.005</b>
<b>Total Base Annual Fee</b>	<b>\$95,000</b>

In the event Customer’s actual API usage exceeds the included volumes used to determine the Base Annual Fee, Spreadly 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 Months 1 through 10: billed at \$0.10 per API call for the remainder of the contract term.
- If the overage first occurs in Month 11 or 12: billed at \$0.075 per 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 one-half of the Total Base Annual Fee owed under this Agreement within 15 days of the Effective Date.

Customer shall pay the other half of the Total Base Annual Fee owed under this Agreement by August 31, 2021. Except in the event of termination by Customer for Spreadly’s breach under Section 4b, all payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

Fees do not include any taxes. If Spreadly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreadly with a valid tax exemption certificate authorized by the appropriate taxing authority.

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

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
	Spreadly, Inc.
	300 Morris St, Ste 400
	Durham, NC 27701
	USA

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