



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 May 21, 2018 (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 Chargebee, Inc, having its principal place of business at 340 S Lemon Ave #1537, Walnut, CA 91789 ("**Customer**" or "**you**"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

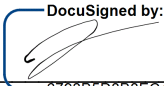
Notwithstanding the foregoing, this Amendment shall not be effective or binding on Spreedly if Customer has not signed prior to, or within fifteen (15) business days of, Spreedly's execution of this Amendment.

Pursuant to Section 15 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").
2. In consideration for the revised pricing in the Amended Exhibit A the parties agree to complete the current Renewal Term and subsequently begin another Renewal Term extending through May 21, 2022. For clarity, Customer hereby waives its right not to renew only for the May 21, 2021 – May 20 May, 2022 Renewal Term. Thereafter, the Agreement will automatically renew for successive one-year periods as provided under the Agreement unless either party has provided written notice of its intent not to renew the Agreement not less than sixty (60) days prior to the expiration of the then-current Renewal Term.
3. Customer will pay the Base Annual Fee under the Amended Exhibit A, prorated from the Amendment Effective Date through the end of the current Renewal Term, within 15 days of the Amendment Effective Date. Included API Calls covered by the Base Annual Fee shall be prorated for the same period.
4. Any credit owed to the Customer, based on fees paid for services not yet received under the Agreement for the current Renewal Term, shall be applied to the first invoice following this Amendment.
5. Any actual API usage that remains unbilled by the Amendment Effective Date will be billed at the cost per API call found in the Enterprise Pricing Table of the Original Exhibit A.
6. 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.

By: 
 Name: Justin Benson
 Title: CEO
 Date: 3/25/2021

Customer: Chargebee, Inc

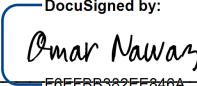
By: 
 Name: Omar Nawaz
 Title: CPO
 Date: 3/24/2021

EXHIBIT A**Pricing**

Customer shall pay Spreedly \$100,000 for 12 months of service ("**Base Annual Fee**") which shall entitle Customer to the following for the duration of each Initial or Renewal Term::

Platform Fee:	\$75,000
Enterprise Assurance Agreement	Included
Existing Spreedly End Points	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD End Points	Included
API Usage Fee:	\$25,000
Included Non-Partner API Calls (Annual)	5,000,000
Base Annual Fee	\$100,000

The usage fees related to the following partner API calls will be waived as long as partner remains in good standing in the Spreedly gateway partner program:

- A Purchase API call against the partner gateway
- A Capture API call against the partner gateway
- A Refund API call against the partner gateway
- A Void API call against the partner gateway
- An Authorization API call against the partner gateway

In the event that Customer's actual API calls exceeds the number included in the Base Annual Fee, Spreedly will charge Customer in arrears for each additional API call at a rate determined as follows:

- If the first overage occurs in months 1 through 10 of the Initial Term or a Renewal Term, Customer will be charged at \$0.01 per API call for the remaining 2 months of the applicable Term.
- If the overage first occurs in month 11 or 12 of the Initial Term or a Renewal Term, Customer will be charged at \$0.0075 per API call for the remainder of the applicable Term.

Enterprise Account Management

All enterprise accounts benefit from support prioritization and a named account manager.

Payment

Customer will pay the Base Annual Fee for the Initial Term in full within 15 days of the Effective Date. Spreedly will invoice each subsequent Base Annual Fee at least 30 days prior to the start of a subsequent Renewal Term which shall be due and payable prior to the start of such Renewal Term. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

Fees do not include any taxes. If Spreedly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreedly 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, except 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.