

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT**

This **Amendment No. 2** to the Professional Services Agreement (the “*Amendment*”) is dated as of July 14, 2021 and made effective as of August 1, 2021 (“*Amendment No.2 Effective Date*”) by and between **Shutterfly, LLC** (formerly known as Shutterfly, Inc.) (“*Shutterfly*”), a Delaware corporation with offices at 2800 Bridge Parkway, Redwood City, CA 94065 and **The Specialist Works EM, LLC**, 2451 Cumberland PKWY, Ste 3867, Atlanta, GA 30339 (“*Company*”).

WHEREAS, the parties have entered into that certain Professional Services Agreement dated as of August 1, 2019, and Amendment No. 1 dated August 1, 2020 (collectively, the “*Agreement*”) and desire to further amend the Agreement as provided in this Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment of Agreement. The following amendments to the Agreement are hereby made:

a. Section 2.1 is hereby amended to read as follows:

“This Agreement shall commence on the Effective Date and shall be in full force and effect through July 31, 2022, unless earlier terminated in accordance with paragraph 10 (Termination). Any extension of the term will be subject to mutual written agreement between the parties.”

b. The Company address has been amended as follows:

2451 Cumberland PKWY, Ste 3867, Atlanta, GA 30339

c. Exhibit A is hereby amended as follows:

- i) “Company is engaging TSW for the promotion and sale of Company’s advertising media services. TSW agrees to provide such services and will use best efforts to seek and negotiate with third parties who would like to purchase advertisement space on various Shutterfly channels, including transactional inserts (promotional inserts into outgoing packages) and any other mutually agreed upon media (the “Program”).”

The above agreed-upon amendment reflects the removal of promotion and management of Company’s email programs and shall apply to the entirety of Exhibit A.

- ii) Section 5 is hereby amended as follows:

“During negotiations with advertisers, TSW will follow the below agreed upon rates, unless Company has authorized an alternate rate with TSW for a specific placement:

- \$65 - \$85 CPM for package inserts
- \$40 - \$85 CPM for 4x6 one-sided inserts”

2. Survival of Terms. Except as otherwise amended in this Amendment, all provisions of the Agreement shall remain in full force and effect.

3. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Severability. If one or more provisions of this Amendment are held to be unenforceable under applicable law, such provision shall be excluded from this Amendment and the balance of the Amendment shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment No. 2 Effective Date.

SHUTTERFLY, LLC

DocuSigned by:
Signature: Adam Garcia
Name (Print) Adam Garcia
Title: VP Marketing
Date: 7/22/2021

The Specialist Works EM, LLC

DocuSigned by:
Signature: Paula Bench
Name (Print) Paula Bench
Title: Managing Partner Atlanta
Date: 8/3/2021