

STATEMENT OF WORK #__

This Statement of Work ("SOW"), dated as of September 30, 2020, (the "SOW Effective Date") is being entered into in connection with the Professional Services Agreement (the "Professional Services Agreement"), dated as of September 30, 2020, by and between Hagerty Management LLC, a Delaware limited liability company ("Company") and Spreedly Inc., a Delaware corporation ("Spreedly"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Professional Services Agreement.

1. **Description of Services and Work Product:** Spreedly will perform the following Services under this SOW:

- Spreedly will expand its existing ¹Chase Orbital gateway integration support to include Electronic Check Process (ECP)

2. **Fees and Payment Terms:** As consideration for the performance of the Services under this SOW, Client shall pay to Spreedly \$15,000 upon execution of this agreement.

3. **Work Product:** Spreedly shall produce and deliver the following Work Product pursuant to this SOW:

a. Spreedly will develop support for Electronic Check Processing (ECP) for eligible merchants. This method of payment is only available to Stratus platform merchants (BIN 000001). Key to processing is the Bank Routing Number, also known as ABA# or Receiving Depository Financial Institution (RDFI).

b. Spreedly will support the following processing functions:

- (i) Standard Processing Requirements per 3.2.5.1 of Orbital Gateway XML Interface Specification v7.7
- (ii) ECP Authorization for Web and Tel methods per 3.2.5.3 of Orbital Gateway XML Interface Specification v7.7
- (iii) ECP Advanced Processing Requirements 3.2.5.4 of Orbital Gateway XML Interface Specification v7.7
- (iv) Sending the ECPSameDayInd element with the New Order Request message, which allows same day or next day processing section 3.2.5.5 of Orbital Gateway XML Interface Specification v7.7

4. **Client Obligations:** In support of the Services that shall be provided by Spreedly hereunder, Company shall fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

- Activate resources to support implementation of the Work Product
- Test and Accept Work Product
- Maintain a business relationship with Chase Paymentech and Support Spreedly in facilitating timely certification process with Chase Paymentech for the Work Product

5. **Duration of Statement of Work & Timeline.** This SOW shall commence on the SOW Effective Date and shall continue until the Work Product has been delivered by Spreedly and Acceptance has been completed by Customer (the "SOW Initial Term"). The term of this SOW may also be extended by mutual agreement of the Parties. Upon execution of this agreement, activation of a team and kickoff of the work project is expected to begin within 4 weeks. Spreedly estimates total development time for this effort to be four (4) to eight (8) weeks including planning, development, testing, and release. This timeline does not include the dependency on Chase Paymentech for certification of ECP support.

6. **Acceptance.** When Spreedly has identified a Statement of Work as completed, Spreedly shall provide written notification (electronic or otherwise) to Company of the completion. Company shall have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Statement of Work. Company shall be deemed to have accepted the deliverable(s) unless, prior to the expiration of the expiration of the Acceptance Period, Company provides Spreedly with a written notice to the effect that one or more of the deliverables fails to conform to the acceptance test. In the event deficiencies are reported by Company during the Acceptance Period, Spreedly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date of the correction of identified non-conformities. If Spreedly re-performs the deliverable(s) a second time and such deliverable(s) still fail to receive Customer's acceptance, and it is mutually agreed between Customer and Spreedly that there is no path to resolution for the non-conformities within an additional 30 day time period, Customer's exclusive remedies for the nonconforming deliverable(s) shall be a refund of any fees paid for such Work Product or in the event fees have yet to be paid, cancellation of the payment obligation related to the nonconforming Work Product.

7. **Incorporation of Terms.** All other terms and conditions of the Professional Services Agreement will apply to this Statement of Work.

[SIGNATURES ON FOLLOWING PAGE]

¹ <https://docs.spreedly.com/payment-gateways/orbital/>

Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work #1 effective as of the SOW Effective Date.

DocuSigned by:
Justin Benson
Justin Benson

SPREEDLY, INC.
By: _____
Name: Justin Benson
Title: CEO

DocuSigned by:
Colleen Powers
Colleen Powers

HAGERTY MANAGEMENT, LLC
By: _____
Name: Colleen Powers
Title: VP of Digital Innovation and Technology