PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered by and between Spreedly, Inc. a Delaware corporation ("Spreedly") and Crossbar HQ, Inc., ("Customer"). Spreedly and Customer are each a "Party" and collectively the "Parties"). This Agreement is effective on the last date of signature by a Party in the signature block below ("Effective Date").

The Parties hereby agree as follows:

1.   Definitions.

"Agreement" means, collectively, the terms of this Professional Services Agreement and all Statements of Work attached hereto and incorporated herein by reference, as amended, restated or supplemented from time-to-time.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Personnel" means all individuals involved in the performance of Services as employees, agents or independent contractors of Spreedly or any of Spreedly's subcontractors.

"Spreedly Technology" means all of the software products, solutions, applications and services that Spreedly develops (or previously developed), markets and licenses to Spreedly's customers in the ordinary course of Spreedly's business, including all updates, upgrades, new releases, new versions or other adaptations or modifications thereto. For avoidance of doubt, Spreedly Technology includes the proprietary Spreedly API.

"Work Product" means all works, drawings, documents, designs, specifications, inventions, works of authorship (including, without limitation, software), deliverables and other tangible materials, which are authored, prepared, created and developed by Spreedly in connection with the performance of the Services.

2.   Services.

2.1   Statements of Work. Subject to the terms of this Agreement, Spreedly will perform the services (the "Services") that are mutually agreed upon and described in one or more statements of work to this Agreement (each, a "Statement of Work"), each of which will be in form and substance satisfactory to Spreedly. Each Statement of Work will be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the Parties. Each Statement of Work will include a statement of the Services to be performed, a statement of Company's tasks, responsibilities and obligations with respect to such Statement of Work, any Customizations to be developed thereunder, pricing terms, any special terms and conditions for that specific engagement, acceptance criteria and an estimated timeline completion timetable. Each Statement of Work will be subject to the terms and conditions set forth in this Agreement. If any terms in any Statement of Work conflict with the terms of this Agreement, the terms of this Agreement will govern.

2.2   Personnel. The Parties agree that Spreedly has the sole and exclusive right to make all decisions relating to terms and conditions of each Personnel's relationship with Spreedly, including, but not limited to, decisions regarding hiring, firing, discipline, reassignment, compensation and benefits. Subject to the terms and conditions set forth herein, Spreedly reserves the right to terminate its relationship with or reassign any Personnel at any time. If Spreedly reassigns or terminates its relationship with any Personnel during the Term, it will notify Company in writing in advance thereof, and will exercise all commercially reasonable efforts to provide a suitable replacement Personnel candidate within such reasonable period of time as will be agreed upon by each of Company and Spreedly.

2.3   Subcontractors. Spreedly may from time-to-time in its discretion engage subcontractors to perform the Services; provided that Spreedly will remain liable for any act or omission by its subcontractors that would constitute a breach or violation of the terms of this Agreement.

2.4   Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

3.   Fees and Payment.

3.1   Fees & Expenses. Company will pay to Spreedly the fees and/or time and materials charges applicable for any Services, in each case as specified in the Statement of Work applicable for such Services. Company agrees to reimburse Spreedly for reasonable out-of-pocket expenses incurred in connection with providing the Services (including necessary travel expenses).

3.2   Taxes. All fees and other amounts payable by Company under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Company is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Company hereunder, other than any taxes imposed on Spreedly's income.

3.3   Payment. Unless other payment terms are specified in a Statement of Work, Company will pay all amounts due and owing under this Agreement within thirty (30) days after the date of Spreedly's invoice therefor. Company will make all payments hereunder in U.S. dollars to the address or account specified in the applicable Statement of Work or such other address or account as Spreedly may specify in writing from time-to-time.

3.4   Late Payment. If Company fails to make any payment when due then, in addition to all other remedies that may be available to Spreedly, Spreedly may (a) 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; and (b) withhold or suspend performance of the Services. The remedies specified in this Section 3.4 are in addition to, and no in lieu of, Spreedly's right to terminate this Agreement under Section 4.2.

4.   Term and Termination.

4.1   Term. This Agreement will commence as of the Effective Date and will continue in full force and effect thereafter unless and until terminated as provided hereunder (the "Term").

4.2   Termination of Agreement. This Agreement may be terminated at any time by Spreedly, effective on written notice to Company, if Company fails to pay any amount when due under this Agreement, where such failure continues more than ten (10) days after Spreedly's delivery of written notice thereof. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party (a) materially breaches this Agreement and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or (b) is dissolved or liquidated or takes any corporate action for such purpose, becomes insolvent or is generally unable to pay its debts as they become due, becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law, makes or seeks to make a general assignment for the benefit of its creditors, or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property. Any termination of this Agreement pursuant to this Section 4.2 will automatically terminate all Statements of Work hereunder.

4.3   Termination of Statements of Work. Either Party may terminate an individual Statement of Work: (a) effective on written notice to the other Party, if the other Party materially breaches such Statement of Work and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; and (b) for convenience and without cause upon sixty (60) days' prior written notice to the other Party. Any termination of a Statement of Work will not: (i) affect the Term of this Agreement or the Parties' rights, responsibilities and obligations under this Agreement and any other outstanding Statements of Work; or (ii) release either Party from any liability which, at the time thereof, has already accrued to such Party pursuant to such Statement of Work.

4.4   Termination for Convenience. Either Party may terminate this Agreement for convenience and without cause upon sixty (60) days' prior written notice to the other Party at any time that there are no outstanding Statements of Work.

4.5   Effect of Termination. Upon termination of this Agreement: (i) Company will promptly (but in no event more than ten (10) days after the effective date of such termination) pay to Spreedly all fees, charges and

expenses accrued before the effective date of such termination; and (ii) each Party will promptly return or destroy any Confidential Information received from the other Party.

       4.6   Survival. Notwithstanding anything in this Agreement to the contrary, if this Agreement is terminated for any reason, each of Sections 4.5, 5, 6, 7.3, 8, 9 and 11, and all other provisions necessary for their interpretation or enforcement, will survive and will remain in full force and effect and be binding upon the Parties as applicable.

       5.   Confidentiality.

       5.1   Confidential Information. Each Party that discloses or makes available its Confidential Information (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party"). Subject to Section 5.2, "Confidential Information" means any and all technical and non-technical information, in any form or medium (whether in graphic, electronic, written or oral form), which: (a) if disclosed in writing or other tangible form or medium, is marked "confidential" or "proprietary", (b) if disclosed orally or in other intangible form or medium, is identified by the Disclosing Party or its Representative (as defined below) as confidential or proprietary when disclosed and summarized and marked "confidential" or "proprietary" in writing by the Disclosing Party or its Representative within 30 days after disclosure, or (c) due to the nature of its subject matter or the circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary; including but not limited to, any trade secrets, methods, techniques, drawings, designs, descriptions, specifications, works of authorship (including, without limitation, any software), patent applications or other filings, models, inventions, know-how, processes, algorithms, software source documents, and formulae related to the current, future, and proposed technologies, products and services of the Disclosing Party, and also any information concerning research, experimental work, development, engineering, financial information, purchasing, customer lists, pricing, investors, employees, business and contractual relationships, business forecasts, business plans, individually identifiable personal information, sales and merchandising, marketing plans of or related to the Disclosing Party and information the Disclosing Party provides to the other regarding or belonging to third parties. For avoidance of doubt, Spreedly's "Confidential Information" includes the source code for all Spreedly Technology and Work Product and the methods, algorithms, structure and logic, technical infrastructure, techniques and processes used by Spreedly in developing, producing, marketing and/or licensing the Spreedly Technology and the Work Product.

       5.2   Exclusions and Exceptions. Confidential Information does not include information which: (a) now or hereafter enters the public domain through no breach of an obligation of confidentiality or other fault of the Receiving Party; (b) the Receiving Party independently knows free of any obligation of confidentiality at the time of receiving such information; (c) a third party hereafter furnishes to the Receiving Party without restriction on disclosure and without breach of any confidentiality obligations; or (d) employees or agents of the Receiving Party have independently developed without any use of, or reference to, any of the Disclosing Party's Confidential Information and without breaching this Agreement.

       5.3   Protection of Confidential Information. The Receiving Party will: (a) only disclose the Disclosing Party's Confidential Information to any of its and/or its affiliates' employees, officers, directors, partners, consultants, contractors, agents and representatives (collectively, its "Representatives") that have a need to know such Confidential Information and who have agreed to terms at least as restrictive as those stated in this Agreement; (b) hold in strict confidence and not disclose any of the Disclosing Party's Confidential Information to any third party, except as permitted herein; (c) protect and safeguard any and all of the Disclosing Party's Confidential Information using the same standard of care as it uses to protect and safeguard its own Confidential Information, but in no event less than a reasonable standard of care; (d) use the Disclosing Party's Confidential Information only to the extent required for the purposes of this Agreement; (e) not reproduce the Disclosing Party's Confidential Information in any form except as required for the purposes of this Agreement; (f) not reverse-engineer, decompile, or disassemble any software or devices disclosed by the Disclosing Party; (g) not directly or indirectly export or transmit any of the Disclosing Party's Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (h) promptly provide the Disclosing Party with notice upon discovery of any loss or unauthorized disclosure of the Disclosing Party's its Confidential Information. Each party will be liable for any failure of its Representatives to abide by the provisions of this Agreement as if such failure was the act or omission of such party.

       5.4   Compelled Disclosures. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information: (a) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required or compelled by applicable Laws; or (b) on a "need-to-know" basis and under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors, or to a Qualified Security Assessor ("QSA") for the purpose of assessing compliance with the Payment Card Industry Data Security Standards ("PCI-DSS"). If the Receiving Party or any of its Representatives is compelled to disclose the Disclosing Party's Confidential Information pursuant to clause (a) above then, to the extent permitted

by applicable Law, the Receiving Party will: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will disclose only that portion of the Disclosing Party's Confidential Information that the Receiving Party is legally required to disclose and will use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

5.5   Return of Materials. All Confidential Information (including all copies thereof) will remain the property of the Disclosing Party. Upon the request of the Disclosing Party, the Receiving Party will either (a) return such materials to the Disclosing Party; or (b) certify in writing as to the destruction thereof.

5.6   Remedies. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under this Section would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, if such breach or threatened breach, the other Party will be entitled to equitable relief, including in restraining order, an injunction, specific performance and any other equitable relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

6.   Intellectual Property Rights.

6.1   Spreedly Technology. Company acknowledges and agrees that Spreedly is the sole and exclusive owner of all right, title and interest in and to the Spreedly Technology, including all Intellectual Property Rights relating thereto, subject only to the rights expressly granted to Company in a signed agreement with Spreedly.

6.2   Work Product. Company acknowledges and agrees that Spreedly will retain all right, title and interest in and to all Work Product, including all Intellectual Property Rights relating thereto, subject only to the license granted in this Section. Subject to Company's payment in full of all amounts payable under an applicable Statement of Work, Spreedly grants to Company a non-exclusive license to use the Spreedly Technology (as set forth in the Statement of Work), to use the Work Product solely for its internal business operations, and solely as required to use the Spreedly Technology in accordance with applicable the terms of service.

6.3   Company Materials. All logos, trademarks, copyrighted materials, and other information and materials and technology, including data, hardware, software, system documentation, provided to Spreedly by Company, including modifications, changes and derivatives thereto, whether or not created as part of the Services (the "Company Materials"), are and will remain the property of Company or its licensors, which will retain all Intellectual Property Rights therein. Spreedly obtains no right, title, or interest therein, except that during the Term, Spreedly may use the Company Materials for purposes of performing the Services.

7.   Representations and Warranties.

7.1   Mutual Representations and Warranties. Each Party represents, warrants and covenants to the other Party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

7.2   Services Warranty. Spreedly warrants to Company that it will perform the Services in a professional and workmanlike manner. Spreedly's ability to successfully perform the Services hereunder is dependent upon Company's provision of timely information, access to resources, and participation.

7.3   DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT, THE WORK PRODUCT, THE SERVICES AND ALL OTHER INFORMATION AND MATERIALS PROVIDED BY SPREEDLY ARE PROVIDED "AS IS." SPREEDLY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

8. Indemnification.

8.1   Spreedly Indemnification. Spreedly will indemnify, defend and hold harmless Company against any loss or damage that Company may sustain or incur (including reasonable attorneys' fees and costs) (collectively, "Losses") in relation to any claim or action by a third party (each, a "Third-Party Claim") against Company alleging that any Work Product infringes, violates or misappropriates a patent, copyright, trademark, trade secret or other intellectual property right of such third party. If Spreedly receives notice of a Third-Party Claim, Spreedly will have the right, at its option and expense, to obtain for Company the right to continue to use such Work Product or modify or replace such Work Product with an alternative, non-infringing solution that is reasonably equivalent in functionality. Notwithstanding the foregoing, Spreedly will have no liability or obligation with respect to any Third-Party Claim that is based upon or arises out of (collectively, the "Excluded Claims"): (i) use of any Work Product in combination with any software or hardware other than the Spreedly Technology, (ii) any modifications or configurations made to any Work Product by anyone other than Spreedly, or (iii) any action taken by Company relating to use of any Work Product that is outside of the scope of the licenses granted to the Work Product under the terms of this Agreement.

8.2   Company Indemnification. Company will indemnify, defend and hold harmless Spreedly from and against any and all Losses arising out of or resulting from any Third-Party Claim against Spreedly arising out of or resulting from any Excluded Claims.

8.3   Indemnification Procedure. In handling any such Third-Party Claim, the indemnifying Party will act in good faith, keep the indemnified Party advised of the status of any such Third-Party Claim, and will only use qualified counsel with substantial experience in handling such matters. The indemnified Party may elect to participate in the action with an attorney of its own choice at its own expense. The indemnifying Party will not enter into any settlement that imposes any liability or obligation on the indemnified Party without the indemnified Party's prior written consent. The Parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at the indemnifying Party's expense.

8.4   Sole Remedy. THIS SECTION 8 SETS FORTH COMPANY'S SOLE REMEDIES AND SPREEDLY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT ANY WORK PRODUCT OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. Limitations of Liability.

9.1   CAP ON MONETARY LIABILITY. IN NO EVENT WILL SPREEDLY BE LIABLE TO COMPANY FOR DIRECT DAMAGES RELATED TO OR ARISING IN CONNECTION WITH THE SERVICES PERFORMED UNDER A STATEMENT OF WORK IN EXCESS OF THE AMOUNT OF FEES PAID BY COMPANY TO SPREEDLY UNDER SUCH STATEMENT OF WORK DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. ANY ACTION UNDER THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION ACCRUES.

9.2   EXCLUSION OF DAMAGES. UNDER NO CIRCUMSTANCES WILL SPREEDLY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF SPREEDLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

9.3   EXCEPTIONS. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS SPECIFIED IN SECTIONS 9.1 AND 9.2 WILL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

10. Force Majeure. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any obligations under this Agreement (except for any payment obligation), when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "Force Majeure Event"), including acts of God, epidemics/pandemics, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a

governmental or public authority. Either Party may terminate this Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of thirty (30) days or more.

11.   Miscellaneous.

11.1   Notices. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder will be in writing and will be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); or (c) by certified or registered mail, return receipt requested (upon verification of receipt). In each case, such notices will be addressed to a Party at such Party's address set forth on the signature page to this Agreement (or such other address as updated by such Party from time-to-time by giving notice to the other Party in the manner set forth in this Section 11.1).

11.2   Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the Statements of Work and any other documents incorporated herein by reference, the following order of precedence governs: *first*, this body of this Agreement; *second*, the Statements or Work; and *third* any other documents incorporated herein by reference.

11.3   Assignment. Company will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without Spreedly's prior written consent, which consent will not unreasonably be delayed or withheld. Any purported assignment, delegation or transfer in violation of this Section 11.3 is void. This Agreement is binding on and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

11.4   No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

11.5   Modification, Amendment, Supplement and Waiver. No modification, course of conduct, amendment, supplement to or waiver of this Agreement or any provision hereof will be binding upon the Parties unless made in writing and duly signed by authorized representatives of both Parties. At no time will any failure or delay by either Party in enforcing any provisions, exercising any option, or requiring performance of any provisions, be construed to be a waiver of same.

11.6   Severability. If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal and enforceable provision that comes closest to the intention of the Parties underlying the original provision.

11.7   Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of North Carolina without regard to its conflict of laws principles that would result in the application of another jurisdiction's laws.

11.8   Equitable Remedies. Each Party acknowledges and agrees that a violation, breach or threatened breach by such Party of any of the rights, duties or obligations under Section 5 (Confidentiality) or Section 6 (Intellectual Property Rights) of this Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy.

11.9   Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SPREEDLY INC.   CROSSBAR HQ, INC.

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

        Date: _____   Date: _____

Notice Address: Notice Address:

Spreedly Inc.   5377 State Route N, Saint Charles,

300 Morris Street, Suite 400   MO 63304, United States

Durham, NC 27701   Attention: CTO

Attention: Legal Department

STATEMENT OF WORK # 1

Spreedly, Inc.
300 Morris Street
Suite 400
Durham, NC 27701

To: Josh Anyan
Customer Legal Name: Crossbar HQ, Inc.
Tax ID: 86-3591874
Billing Address: 5377 State Route N, Saint Charles,
MO 63304, United States

Date Issued: June 24, 2024

This Statement of Work ("SOW") 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 "SOW Effective Date") and is subject to the Professional Services Agreement signed concurrently with this SOW.

In the event of any conflict between the terms of the Agreement and this SOW, this SOW will govern. Capitalized terms used but not defined in this SOW have the meanings set forth in the Agreement or in the applicable documentation at https://developer.spreedly.com/docs/overview.

1.   Services. Spreedly will add support for ACH processing on the ProPay (as indicated in the applicable documentation here:https://developer.spreedly.com/docs/propay-gateway-guide):

2.   Deliverables.

   2.1.   Update Active Merchant with functionality as described in section 1

   2.2.   Update Spreedly Core with support for new functionality, merge to production.

   2.3.   Update Spreedly Documentation.

3.   Spreedly Responsibilities. Spreedly will:

   3.1.   Add new payment operations to Spreedly's Active Merchant open-source library.

   3.2.   Merge new payment operations to Spreedly's core transaction services and deploy to production.

   3.3.   Test the gateway integration.

   3.4.   Publish the applicable integration documentation in Spreedly's technical documentation.

4.   Customer Responsibilities. In support of the Professional Services, Customer agrees to:

   4.1.   Furnish any materials, documentation, and resources, including introductions to any third parties, necessary for Spreedly to perform the Professional Services.

   4.2.   Reasonably assist Spreedly in the performance of the Professional Services and ensure that the assigned Customer personnel have the necessary skills, knowledge, and experience to oversee the Professional Services.

   4.3.   Test the results of the Professional Services and Deliverables in accordance with the specifications and acceptance testing process specified in this SOW.

Spreedly is not responsible or liable for any delay or failure of performance arising in whole or in part by Customer's delay in performing, or failure to perform, any of its responsibilities under this SOW or the Agreement.

5.   Duration. This SOW will commence on the SOW Effective Date and will continue until the Deliverables as described herein have been accepted by Customer.

6. <u>Estimated Timeline</u>. The project work will commence within two (2) to four (4) weeks of the SOW Effective Date and last for approximately four (4) to six (6) weeks. The Professional Services will be performed during Spreedly's normal business hours (9:00am-5pm EST) and workdays Monday through Friday excluding US holidays.

7. <u>Acceptance</u>. When Spreedly has identified the Professional Services under this SOW as completed, Spreedly will provide written notification (email acceptable) to Customer. Customer will have 10 business days (the "Acceptance Period") in which to determine if the Deliverables conform to the specifications in this SOW. Customer will be deemed to have accepted the Deliverables unless, prior to the expiration of the Acceptance Period, Spreedly with a detailed written description of each alleged non-conformance. In such an event, Spreedly will either confirm the non-conformance and commence work on making corrections or inform Customer that Spreedly does not agree that a non-conformance exists and provide Customer with a written explanation for Spreedly's conclusion. Each Party will provide reasonable assistance and information to one another to assist in resolving any disputes regarding Deliverables.

8. <u>Fees and Payment Terms</u>. In consideration for the performance of the Professional Services under this SOW, Customer will pay to Spreedly $20,000.00 payable in full prior to the commencement of Professional Services by Spreedly. All payments are subject to the terms prescribed in the Agreement.

Table 1	
ACH Integration	$20,000.00
Total Cost	**$20,000.00**

Customer may elect to pay all amounts due under this SOW 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.

If Customer fails to make any payment when due then, in addition to all other remedies that may be available, 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.

[Signatures on Next Page]

The Parties have executed this SOW by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.   **Crossbar HQ, Inc.**

By: By:

Name: Name:

Title: Title:

Date: Date:

ORDER FORM #Q-03865

Spreedly, Inc.
300 Morris Street
Suite 400
Durham, NC 27701

To: Josh Anyan
Customer Legal Name: Crossbar HQ, Inc.
Tax ID: 86-3591874
Billing Address: 5377 State Route N, Saint Charles,
MO 63304, United States
Sales Rep: Danish Siddiqui

Order Form Issued: May 9, 2024

Offer Valid Until: August 2, 2024

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 signed enterprise services agreement currently in force between the Parties, or, in the absence of an agreement, 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, the 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. <u>Term</u>. The Initial Term of this Order Form is 24 months, after which this Order Form will terminate unless the parties agree in writing to renew for an additional 12-month period (a "Renewal Term" and, together with the Initial Term, the "Term"). Each 12 months of service is a "Contract Year". To ensure that Customer will not experience an interruption in access to the Platform, if Customer continues to use the service after non-renewal of this Order Form, Customer's account will revert to a month-to-month subscription plan at the then-current list pricing governed by the Terms of Service.

2. <u>Platform Fees</u>. For each Contract Year, Customer will pay Spreedly the "Annual Platform Fee" in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:

- access to Level 1 PCI Compliant Card Storage and Tokenization;
- connections to any of Spreedly's Supported Gateway integrations;
- use of existing 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	$18,000.00	$18,000.00
API Usage Fee:	$42,500.00	$110,500.00
Included API Calls – 18,000,000		
Cost per API Call – $0.0085		
Advanced Vault – See table 2 for details	$6,000.00	$6,000.00
Business Support	Included	Included
Committed Annual Fees	**$66,500.00**	**$134,500.00**

3. <u>API Usage Fees</u>. In addition to the Annual Platform Fee, Customer is pre-purchasing 18,000,000 API calls to the Spreedly Platform at a cost of $0.0085 per call ("API Usage Fee") to be utilized during the Initial Term. Customer will be invoiced for 5,000,000 API calls in the first Contract Year and 13,000,000 API calls in the second Contract Year. If Customer exceeds 18,000,000 API calls during the Initial Term, Spreedly will charge Customer monthly in arrears an overage rate determined by the contract month in which Customer first exceeds the pre-purchased API calls.

- If the overage first occurs in months 1 through 22 of the Initial Term, Spreedly will charge 2 times the rate for the pre-purchased API calls for the remainder of the Initial Term.

- If the overage first occurs in months 23 or 24 of the Initial Term, Spreedly will charge 1.5 times the rate for the pre-purchased API calls for the remainder of the Initial Term.

4. Advanced Vault. Spreedly's Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 2 below or (ii) the minimum committed fee of $500.00 per month. Costs are exclusive of fees imposed by the card associations and/or third-party service providers (e.g. card updates, tokenization, etc.) which will be passed through to Customer and are subject to change at any time. For the avoidance of doubt, Customer will still be charged the third party fee each time a payment card is updated. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees.

Table 2			
Tier	# of Payment Methods	Monthly Fee Per Method	Minimum Monthly Fee
1	0 – 149,999	$0.0250	
2	150,000 – 1,499,999	$0.0225	$500.00
3	1,500,000 +	$0.0200	

By using Advanced Vault, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform. Customer authorizes Spreedly to act on Customer's behalf to (i) request and retain a Token Requestor ID from applicable card issuers, and (ii) use the Token Requestor ID to provision network tokens where available.

5. Support Services. Customer has selected Business Support. Upon payment of the applicable fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms posted at https://www.spreedly.com/support-services-terms at the support level specified in this Order Form.

Spreedly will provide product and implementation support for Customer to integrate to the Spreedly Platform, including technical assistance with integration and data migration, and issue troubleshooting at no additional charge for up to three months following the Order Form Effective Date. Implementation support is available during Spreedly's normal business hours (9:00am-5:00pm EST) and workdays Monday through Friday excluding US holidays. Customer may request Spreedly perform integration work for an additional charge in a separate Statement of Work.

6. Payments. All payments are subject to the terms prescribed in the Agreement. Customer will pay the Annual Platform Fees in monthly payments, invoiced in accordance with the following schedule:

Payment Table – Year 1					
Month	Platform Fee	API	API Calls	AV	Total
1	$1,500	$2,550	300,000	$500	$4,550
2	$1,500	$2,550	300,000	$500	$4,550
3	$1,500	$2,550	300,000	$500	$4,550
4	$1,500	$4,250	500,000	$500	$6,250
5	$1,500	$4,250	500,000	$500	$6,250
6	$1,500	$4,250	500,000	$500	$6,250
7	$1,500	$5,100	600,000	$500	$7,100
8	$1,500	$5,100	600,000	$500	$7,100
9	$1,500	$5,100	600,000	$500	$7,100
10	$1,500	$5,100	600,000	$500	$7,100
11	$1,500	$5,100	600,000	$500	$7,100
12	$1,500	$5,100	600,000	$500	$7,100

Payment Table – Year 2					
Month	Platform Fee	API	API Calls	AV	Total
1	$1,500	$5,100	600,000	$500	$7,100
2	$1,500	$5,100	600,000	$500	$7,100
3	$1,500	$5,100	600,000	$500	$7,100
4	$1,500	$8,500	1,000,000	$500	$10,500
5	$1,500	$8,500	1,000,000	$500	$10,500
6	$1,500	$8,500	1,000,000	$500	$10,500
7	$1,500	$10,200	1,200,000	$500	$12,200
8	$1,500	$10,200	1,200,000	$500	$12,200
9	$1,500	$10,200	1,200,000	$500	$12,200
10	$1,500	$10,200	1,200,000	$500	$12,200
11	$1,500	$10,200	1,200,000	$500	$12,200
12	$1,500	$10,200	1,200,000	$500	$12,200

The payment amounts in the foregoing tables are for Customer's convenience only and will be adjusted by Spreedly according to Customer's actual usage. Spreedly may combine committed platform fees and usage fees paid in arrears on the same invoice. The first payment is due within 30 days of the Order Form Effective Date. Each subsequent monthly payment will be due and payable 30 days after the applicable invoice date.

Customer will pay the applicable fees for Advanced Vaulting, and additional API Usages Fees (if any), will be invoiced monthly. All Fees are due and payable within 30 days of the invoice date are subject to the terms prescribed in the Agreement.

All payments are subject to the terms prescribed in the Agreement.

Customer may elect to pay all amounts due under this Order Form 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

    or

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

If Customer fails to make any payment when due then, in addition to all other remedies that may be available, 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.

[Signatures on Next Page]

The Parties have executed this Order Form by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.   **Crossbar HQ, Inc.**

By: By:

Name: Name:

Title: Title:

Date: Date:

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