Professional Services Order Form

SPREEDLY

Name:	Spreedly, Inc.
Address:	300 Morris Street, Suite 400
City/State:	Durham, NC 27701

CUSTOMER

Name:	Network for Good, Inc
Address:	1140 Connecticut Ave NW, #700
City/Country:	Washington, DC 20036

PRIMARY SPREEDLY CONTACT

Name:	Daniel Scagnelli
Title:	Senior Director, Solutions & Services
Phone:	919-903-0019
Email:	dscagnelli@spreedly.com

PRIMARY CUSTOMER CONTACT

Name:	Tom Hoen
Title:	SVP, Growth Technologies
Phone:	
Email:	Tom.hoen@networkforgood.com

SPREEDLY FINANCE CONTACT

Name:	Spreedly Accounting Department
Phone:	888-727-7750
Email:	accounting@spreedly.com

CUSTOMER BILLING CONTACT

Name:	Tom Hoen
Phone:	
Email:	Tom.hoen@networkforgood.com

Item	Sku	Description	Fee
Consulting Services	PS0002	Spreedly Implementation Consulting Services	$6,000.00

STATEMENT OF WORK

Phase One
8/9/2021

This Statement of Work ("SOW"), dated as of _____, (the "SOW Effective Date") is being entered into in connection with the Professional Services Agreement (the "Professional Services Agreement"), dated as of _____, by and between **Spreedly, Inc.** and Network for Good, Inc ("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:

- Network for Good's growth and expansion of products and services are driving a need to manage payments outside of the donor fund. Likewise, NFG has been faced with performance and support experience challenges with current vendor partners and is seeking to optimize their integration with Spreedly in order to support future vendor partner migrations and additional processing volume on Spreedly.

- Network for Good's objectives in this Phase One are to analyze the existing Spreedly integration architecture, business, and technology requirements, and develop a plan for optimizing the Spreedly integration to support more efficient processing, a migration from WePay to Stripe, and future payment product demands.

- Spreedly's Professional Services team will focus on assisting and enabling Network for Good to assess, analyze, and optimize their integration with Spreedly. Spreedly will provide personnel with subject matter expertise, working under the direction of the Manager, Implementation Consulting. Spreedly consultants will work to ensure the best application of Spreedly technology for Network for Goods payments processing goals.

2.   **Work Product:** Spreedly shall produce and deliver the following Work Product pursuant to this SOW:
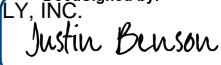
- Creation of a Spreedly Project team, including:

  (i)   Assigning Spreedly Project Lead/Consultant, PS Delivery Manager, and Customer Success Manager

  (ii)   Project Lead and Consultant will engage additional Spreedly subject matter experts throughout the engagement as needed

  (iii)   Construct a Project Charter documenting goals, objectives, and delivery schedule

- Consulting Support including:

  (i)   Project kickoff and chartering exercise

  (ii)   Shared Confluence space for centralized project documentation

  (iii)   Integration Architecture Review survey

  (iv)   Integration Architecture Review session

  (v)   Development and delivery of a Technical Solution Guide and Implementation Requirements Document

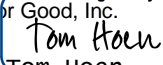 (vi)   Phase two development recommendations, timeline, and resourcing plan

3.   **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:

- Completion of Integration Architecture Review survey
- Making appropriate personnel available for joint sessions with Spreedly
- Providing access to required systems for the Spreedly team as needed
- Access to Network for Good subject matter experts in payments products, features, and current payments processing activities
- Dedicated primary point of contact to provide regular status reports, scheduling, logistics, and documentation

4. **Duration of Statement of Work.** This SOW shall commence on the SOW Effective Date and is expected to last for four (4) weeks (the "SOW Initial Term"). The term of this SOW may also be extended by mutual agreement of the Parties.

5. **Estimate.** Spreedly estimates that the project will require forty (40) hours for the performance of the Services.

1. **Fees and Payment Terms:** As consideration for the performance of the Services under this SOW, Client shall pay Spreedly based on the actual hours/days worked and materials used ("Time and Materials Basis"). Spreedly agrees to provide Customer with an estimate of such time and materials necessary for the performance of the Services ("Estimate"). Customer understands and agrees that such Estimate is not binding on Spreedly, provided that Spreedly uses reasonable commercial efforts to perform the Services within the hours and fees described in this SOW. If it appears that the Estimate may be exceeded, the parties agree to discuss the additional effort required to complete the work and to memorialize in a Change Order or an amendment to an SOW, the additional hours and fees it will take Spreedly to complete the Services. Spreedly will invoice Customer in full for the Services described in the Order Form and SOW upon the SOW upon the SOW Effective Date. Once executed, this SOW is non-cancellable. Fees for the Services are due 15 days from the invoice date and must be consumed within 3 months from the SOW Effective Date or are otherwise forfeited.

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

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

SPREEDLY, INC.

By: _Justin Benson_
6793B5D8B8EC48E...
Name: Justin Benson
Title: CEO

Network for Good, Inc.

By: _Tom Hoen_
...E6FDGDB8A140C...
Name: Tom Hoen
Title: SVP, Growth Tech