



Professional Services Order Form

Spreedly, Inc.
733 Foster Street, Ste. 100
Durham, NC 27701
United States

Customer:
Message4U Pty Ltd (trading as MessageMedia)
Level 24, 367 Collins Street
Melbourne, VIC 3000, Australia

| Item | Description | Fee |
|---------------------|--|------------|
| Gateway Integration | Spreedly to add Bambora as a supported gateway on the service platform. <ul style="list-style-type: none">• Support for purchases on Bambora in Australia• Support for purchases on Bambora in New Zealand• Support for Third Party Vaulting — using Bambora as a credit card vault via Spreedly | \$7,500.00 |

Terms and Conditions:

1. Spreedly agrees to perform the service(s) described above using Spreedly's best efforts. The agreed target date for completion of this integration is 60 days from receipt of payment on initial invoice. Except as otherwise set forth above Spreedly shall furnish all labor, materials, equipment, supplies and/or other goods and services necessary for the performance of the professional services.
2. Customer will pay Spreedly the compensation set forth in this order form to be invoiced at a rate of 50% upon signing, and the remaining 50% upon availability of Bambora as a supported gateway on the service platform. Invoice shall be payable by Customer within fifteen (15) days of its receipt of the invoice.
3. All payments to be made 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 governmental, fiscal or other authority save as required by law. If the Customer is compelled to make any such deduction, it will pay Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.
4. No Ownership. Customer acknowledges that it will not obtain any right, title, or interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights or any other intellectual property rights of any sort throughout the world) in or to any deliverables contemplated by this Service.
5. Miscellaneous. This Service Order shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions). This Service Order contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. If any provision of this Service Order is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Service Order unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decisions. Neither party may assign nor transfer any rights or obligations under this Service Order without the other party's prior written consent, which may be withheld for any reason or for no reason.

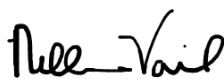


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6. No Other Consents; Conflicting Terms. Except as expressly set forth in this Service Order, any other Agreement between the parties will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Service Order and the Agreement, this Service Order will govern the relationship between the parties.

SPREEDLY

BY:



NAME:

Nellie Vail

TITLE:

Director of Finance & HR

DATE:

02 / 06 / 2019

MESSAGE MEDIA

BY:



NAME:

TOM DUPUCHÉ

TITLE:

PRODUCT MANAGER

DATE:

6/2/19

