

STATEMENT OF WORK

Support Google Pay on Moneris

This Statement of Work ("SOW"), dated as of the date of the last signature by a Party (the "SOW Effective Date"), is being entered into by and between Paytronix Systems, Inc. ("Customer") and Spreadly, Inc., a Delaware corporation ("Spreadly"). Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Professional Services Agreement dated March 4, 2022.

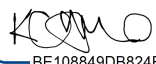
- i. **Description of Services and Work Product:** Spreadly will perform the following Services under this SOW:
 - a. Add support for Google Pay to the existing Moneris Gateway integration (as indicated in the applicable documentation here: <https://docs.spreadly.com/payment-gateways/moneris/>)
- ii. **Key Milestones & Deliverables:**
 - Add functionality as described above to Spreadly's Active Merchant open source library
 - Add and merge functionality as described above to Spreadly Core Platform, deploy in Production
 - Update integration documentation at docs.spreadly.com
- iii. **Client Obligations:** In support of the Services that will be provided by Spreadly hereunder, Customer will fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:
 - Provide Spreadly access to Customer and/or gateway partner contact in order to establish a Sandbox environment, documentation, and designated technical point of contact.
 - Make resources available for, and test and accept work product in a timely manner
 - Customer will be responsible for making code level changes within their system to implement usage of functionality delivered as described in this SOW
- iv. **Duration of Statement of Work.** This SOW will commence on the SOW Effective Date and will continue until the work product and deliverables as described above have been Accepted by Customer (the "SOW Initial Term").
- v. **Timeline.** The project work will commence within two (2) to four (4) weeks of the SOW Effective Date and last four (4) to six (6) weeks or until the entirety of deliverables described herein have been delivered and Accepted by Customer.
- vi. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Customer will pay to Spreadly \$10,000.00 invoiceable upon execution of this Statement of Work.
- vii. **Acceptance.** When Spreadly has identified a Statement of Work as completed, Spreadly will provide written notification (electronic or otherwise) to Customer of the completion. Customer will have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Statement of Work. Customer will be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Customer provides Spreadly 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 Customer during the Acceptance Period, Spreadly 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.
- viii. **Incorporation of Terms.** All other terms and conditions of the Professional Services Agreement will apply to this Statement of Work.

[SIGNATURES ON FOLLOWING PAGE]

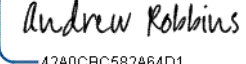
Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work effective as of the SOW Effective Date.

SPREEDLY, INC.

Paytronix Systems, Inc

DocuSigned by:
By: 
BE108849DB824F9...
Name: Nellie Vail
Title: CFO
Date: 11/30/2022

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DocuSigned by:
By: 
42A0CBC582A64D1...
Name: Andrew Robbins
Title: CEO
Date: 11/30/2022

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