Spreedly

SERVICE AGREEMENT

Part A: Parties

SPREEDLY			CUSTOMER	
Name:	Spreedly, Inc.		Name:	7984391 Canada Inc. (FlexPay)
Address:	300 Morris Street, Suite 400		Address:	410 Saint-Nicolas, Suite 700, Montreal, QC, H2Y 2P5
City/State:	Durham, NC 27701		City/State:	Montreal, Quebec
PRIMARY SPREEDLY CONTACT			**PRIMARY CUSTOMER CONTACT**	
Name:	Dustin Bass		Name:	Trevor Murphy
Title	Enterprise Account Executive		Title:	COO
Phone:	434-709-8648		Phone:	800-514-1988
Email:	dustin@spreedly.com		Email:	Trevor@flexpay.io

Part B: Terms

1.   This Service Agreement (including its exhibits, the "**Agreement**") is effective as of the last date of signing below ("**Effective Date**") and is between Spreedly, Inc. ("**Spreedly**", "**we**" or "**us**"), and the Customer listed above (the "**Customer**" or "**you**"). Except as otherwise provided herein, this Agreement is subject to the Spreedly Terms of Service ("**Terms of Service**"), which are incorporated herein by reference, and which can be viewed at https://spreedly.com/terms. Together, this Agreement and the Terms of Service constitute a binding agreement between the Customer and Spreedly. To the extent that any term in the Terms of Service conflicts with the terms of this Agreement or any inconsistency between such Terms of Service and this Agreement exists, the terms of this Agreement shall prevail.

2.   Provision of Services. Spreedly hereby grants the Customer a worldwide, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Spreedly API for the term of this Agreement. Spreedly shall provide to Customer access to Spreedly's website, any software, programs, documentation, tools, internet-based services, components and any updates thereto provided by Spreedly ("**Services**"). The foregoing shall include the right to permit Customer's employees, consultants, contractors, interns and outsourced workers to access and use the Spreedly API as set forth in this Agreement.

3.   Term: The initial term of this Agreement shall be two (2) years from the Effective Date (the "**Initial Term**"), unless otherwise terminated in accordance with the provisions of Section 4. This Agreement shall automatically renew at the expiry of the Initial Term (and each successive Renewal Term) for future periods equal to one year (each a **"Renewal Term"**) unless either party gives written notice of its intent to terminate the Agreement no less than 60 days prior to the end of the then current term. The "**Term"** shall refer to the Initial Term and any Renewal Terms.

4.   Termination: If either party (a) commits a material breach or material default in the performance or observance of any of its obligations under this Agreement, and (b) such breach or default continues for a period of 30 days after delivery by the other party of written notice reasonably detailing such breach or default, then (c) the non-breaching or non-defaulting party shall have the right to terminate this Agreement, with immediate effect, by giving written notice to the breaching or defaulting party. Upon termination, Customer shall remain liable for fees owing through the effective date of termination.

5.   Pricing: Spreedly will charge Customer the fees outlined on Exhibit A for use of the Services.

6.   Confidential Information.

a.   For the purposes of this Agreement, "**Confidential Information**" means any and all technical and non-technical information, whether in graphic, electronic, written or oral form, disclosed by either Spreedly or the Customer, including the Spreedly API or any API owned or otherwise controlled by the Customer, any ideas, techniques, drawings, designs, descriptions, specifications, works of authorship, 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 each of the parties, 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, personally-identifiable information, sales and merchandising, marketing plans of or related to Spreedly or the Customer and information either party provides to the other regarding or belonging to third parties, whether or not labeled or marked as "Confidential," "Proprietary" or with a similar proprietary legend, and which may also be disclosed verbally. "Confidential Information" does not include any information which: (i)

now or hereafter enters the public domain through no breach of an obligation of confidentiality or other fault of a party; (ii) the receiving party independently knows free of any obligation of confidentiality at the time of receiving such information; (iii) a third party hereafter furnishes to the receiving party without restriction on disclosure and without breach of any confidentiality obligations; or (iv) employees or agents of a receiving party have independently developed without any use of or reference to any Confidential Information or breaching this Agreement.

b.   Each party shall: (i) only disclose Confidential Information to those employees with a need-to-know and who have agreed to terms at least as restrictive as those stated in this Agreement; (ii) hold in strict confidence and not disclose any Confidential Information to any third party; (iii) protect and safeguard any and all Confidential Information using the same standard of care as it uses to protect and safeguard its own confidential and/or proprietary information, but in no event less than a reasonable standard of care; (iv) use such Confidential Information only to the extent required for the purposes of this Agreement; (v) not reproduce Confidential Information in any form except as required for the purposes of this Agreement; (vi) not reverse-engineer, decompile, or disassemble any software or devices disclosed by the other party; (vii) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (viii) promptly provide the other party with notice upon discovery of any loss or unauthorized disclosure of the Confidential Information or any actual or threatened breach of the terms of this Agreement.

c.   Notwithstanding the foregoing, either party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as require by law; or (ii) 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**").

d.   All Confidential Information (including all copies thereof) shall remain the property of the disclosing party. Upon the request of the disclosing party, the receiving party shall either (a) return such materials to the disclosing party; or (b) certify in writing as to the destruction thereof.

7.   Non-solicitation. During the term of this Agreement and for 12 months after any termination of this Agreement, neither party will, without the prior consent of the other party, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by the other party. Notwithstanding the foregoing, if such person initiates contact with a party, rather than such party soliciting such person, the party may respond to and hire such person as an employee or independent contractor.

8.   References to Relationship: You agree that, from the Effective Date, we may identify you as a customer of Spreedly and use your logo on our customers page (https://spreedly.com/customers) for the Term of this Agreement.

9.   PCI-DSS. Spreedly represents and warrants that, at all times during the duration of this Agreement, it shall be fully compliant with PCI-DSS and all other applicable standards and guidelines issued by the PCI Security Standards Council, LLC, (the "**Council**") as modified from time to time, and shall, on request or on a periodic basis in accordance with the Card Rules (as defined below), provide proof thereof. In addition:

a.   Spreedly covenants, represents and warrants that, at all times during the duration of this Agreement, it complies with and will comply with all applicable rules and guidelines regarding service providers, third-party agents and processors as issued by the Card Associations (the "**Card Rules**"), as updated from time to time, and including Card Rules applicable to U.S. and international credit card transactions. The term "**Card Associations**" means MasterCard, VISA, American Express, Discover, JCB or any other credit card brand or payment card network for or through which Spreedly Processes payment card transactions. "**Processes**," "**Processed**" or "**Processing**" shall mean any operation in relation to Personal Information irrespective of the purposes and means applied including, without limitation, access, collection, retention, storage, transfer, disclosure, use, erasure, destruction, and any other operation. "**Personal Information**" means any information that identifies or could reasonably be used to identify an individual person, including but not limited to names, cardholder data social security numbers, driver's license numbers, tax identification numbers, addresses and telephone numbers), any information that identifies characteristics (such as qualities, likes, dislikes, propensities or tendencies) of any person, or any information which is compiled or derived from any of the foregoing.

b.   Spreedly represents and warrants that it validates its PCI-DSS compliance as required by the applicable Card Rules, and, as of the effective date of this Agreement, Spreedly has complied with all applicable requirements to be considered compliant with PCI-DSS, and has performed all necessary steps to validate its compliance with the PCI-DSS. Without limiting the foregoing, Spreedly represents and warrants: (i) that it undergoes an Annual On-Site PCI Data Security Assessment ("**Annual Assessment**") by a QSA and pursuant to its most recent Assessment, it is currently certified as compliant with the current version of PCI-DSS by the QSA; (ii) that it undergoes a quarterly network scan ("**Scan**") by an approved scanning vendor ("**ASV**") and that it is has passed its most recent scan.

c.   Spreedly will notify Customer within seven (7) days if it (i) receives a non-compliant Annual Assessment from a QSA; (ii) fails to undergo or complete any Annual Assessment prior to the expiration of the previous year's Annual Assessment; (iii) is unable to pass any of its Scans; or (iv) is no longer in compliance with PCI-DSS.

d.   Spreedly agrees to supply evidence of its most recent Annual Assessment prior to or upon execution of this Agreement. Thereafter, Spreedly shall annually supply to Customer, or make available on www.spreedly.com, evidence of

Spreedly's successful completion of its Annual Assessment and will, upon reasonable request, supply Customer with additional evidence of its overall PCI-DSS compliance status.

e.   Spreedly shall, with respect to the Customer's data, use only validated third-party payment applications that have been certified as compliant with the Council's Payment Application Data Security Standards ("**PA-DSS**"), as updated from time to time.

f.   Customer may elect at any time to perform an automatic export of any Card Data or other credit card or user information associated with Customer's account to a third party endpoint for which Spreedly supports Third Party Vaulting (a "**Supported TPV Endpoint**") as set forth at: https://docs.spreedly.com/guides/third-party-vaulting/. For any endpoint that is not a Supported TPV Endpoint, Customer may request that Spreedly perform one (1) free-of-charge manual export during the Intial Term and each Renewal Term therafter, of any Card Data or other credit card or user information associated with Customer's account to a recipient designated by Customer, provided the recipient has proven that it is PCI-DSS compliant and the transfer is not in violation of any applicable rules, laws or regulations. If Customer requires additional manual exports during a given contract term, each additional manual export shall incur a $1,000 charge. Spreedly reserves the right to delete all of Customer's Card Data and any other account data stored on its servers 30 days after the termination of this Agreement (the "**Data Transfer Window**"). If Customer requires additional time to arrange the export of its Card Data to a PCI compliant third party, it may extend the Data Transfer Window for additional 30 day periods by paying the relevant storage fees determined in accordance with Exhibit A of this Agreement.

10.   Security. Without limiting the requirements of this Agreement, Spreedly agrees that all Customer Confidential Information (including Personal Information) will be secured from unauthorized access, use, disclosure, loss, theft and Processing using industry standard security practices and technologies. Without limiting the foregoing, Spreedly represents and warrants the following:

a.   Spreedly has in place a comprehensive, written information security program designed to protect the information under its custody, management or control, including all Customer Confidential Information. Spreedly's information security program satisfies the requirements of all data security laws and regulations applicable to Spreedly, and includes the following safeguards: (i) secure business facilities, data centers, servers, back-up systems and computing equipment including, but not limited to, all mobile devices and other equipment with information storage capability; (ii) network, device application, database and platform security; (iii) secure transmission, storage and disposal; (iv) authentication and access controls within media, applications, operating systems and equipment; (v) encryption of Customer Confidential Information placed on any electronic notebook, portable hard drive or removable electronic media with information storage capability, such as compact discs, USB drives, flash drives, tapes; (vi) encryption of Personal Information in transit and at rest; (vii) Personal Information must not be Processed in test, development or non-production environments; and (viii) Personnel security and integrity including, but not limited to, background checks consistent with applicable law and the requirements of this Agreement. "**Personnel**" means a party's officers, directors, employees and authorized agents who contribute to the performance of such party's obligations under this Agreement. For purposes of the foregoing, a party and its officers, directors, employees and authorized agents shall not be deemed Personnel of the other party.

b.   Spreedly shall regularly, but in no event less than annually, evaluate, test and monitor the effectiveness of its information security program and shall promptly adjust and/or update such programs as reasonably warranted by the results of such evaluation, testing, and monitoring.

c.   All Spreedly Personnel with access to Customer Confidential Information are provided appropriate information security and privacy training to ensure their compliance with Spreedly's obligations and restrictions under this Agreement, with applicable laws and with Spreedly's information security program.

11.   Breaches of Security.

a.   "**Breach of Security**" shall mean any loss, misuse, compromise, or unauthorized access to Personal Information or Confidential Information that Spreedly collects, generates, or obtains from or on behalf of Customer, or any act or omission that compromises or undermines the physical, technical, or organizational safeguards put in place by Spreedly in processing such information or otherwise providing services under this Agreement.

b.   If there is an actual or suspected Breach of Security involving Personal Information that is stored, managed or received by, or transmitted to Spreedly, Spreedly will notify Customer within 24 hours of becoming aware of such occurrence and will provide such notice to Customer by contacting the primary Customer Contact set forth above.

c.   In the event of an actual or suspected Breach of Security, Spreedly will cooperate with the Customer to mitigate any harm, will consult with Customer in good faith about remediation and mitigation plans, and will take all steps reasonably necessary to investigate and remediate the effects of such occurrence, ensure the protection of those data subjects that are affected or likely to be affected by such occurrence, prevent the re-occurrence, and comply with applicable laws. Spreedly will, at its own cost, make all notifications to data subjects that are required by law or any Card Association or Acquirer, subject to Customer's approval of the content, form and delivery of such notices to Customer's end users. Spreedly shall not inform any third party of any Breach of Security, except other affected Spreedly customers or as may be strictly required by applicable law, without first obtaining Customer's prior written consent.

12.   Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, OR ANY INDIRECT,

EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.   <u>Miscellaneous</u>. This Agreement shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions). The parties agree that the exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or Federal court located in Wake County, North Carolina. Each party irrevocably waive any and all rights they may have to trial by jury in any judicial proceeding involving any claim relating to or arising under this Agreement. This Agreement 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 Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement 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.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the last date of signature below:

Spreedly, Inc.		**FlexPay**	
By:	*Justin Benson*	By:	*Trevor Murphy*
Name:	Justin Benson	Name:	Trevor Murphy
Title:	CEO	Title:	COO
Date:	9/29/2020	Date:	9/29/2020

EXHIBIT A

PRICING

The initial term of this agreement is 24 months. Customer shall pay Spreedly a "**Base Annual Fee**" for each 12 months of service, which shall entitle Customer to the following:

Enterprise Pricing Table		
Contract Year	**Year 1**	**Year 2**
Platform Fee:	**$50,000**	**$50,000**
Existing Spreedly Endpoints	Unlimited	Unlimited
PCI Compliant Card Storage Limit	Unlimited	Unlimited
Add New Standard PMD Endpoints	Included	Included
API Usage Fee:	**$24,000**	**$24,000**
Included API Calls	12,000,000	12,000,000
Cost per API Call	$0.002	$0.002
Total Base Annual Fee	**$74,000**	**$74,000**
Total Contract Fees	**$148,000**	

The Base Annual Fees in the table above include an annual allotment of 12,000,000 API calls.

In the event Customer's actual API usage exceeds the included annual volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears at a rate of $0.004 per API call for the remainder of the Contract Year.

Customer may also or instead elect to purchase additional blocks of 5,000,000 API calls at the contract rate of $0.002 per API call any time during the Initial or Renewal Term. Each additional block of API calls purchased will conform with the current Contract Year and will be added to the API usage allotment and expire at the end of that Contract Year.

Payment
Customer will pay the Total Contract Fees for the Initial Term quarterly in eight (8) equal payments, with the first payment of $18,500 due and payable in full within 30 days of the Effective Date. Each subsequent quarterly payment shall be invoiced 30 days prior to next billing quarter based on the anniversary of the Effective Date ("**Quarterly Payment Date**") and shall be due and payable prior to the Quarterly Payment Date.

All payment obligations hereunder are non-cancelable, and all fees paid hereunder are non-refundable. Any late payments shall accrue a 1% monthly service fee applied to Customer's outstanding balance. Previously assessed and unpaid service fees are included in the outstanding balance.

Fees do not include any taxes. If Spreedly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreedly with a valid tax exemption certificate authorized by the appropriate taxing authority.

All payments to be made under this Agreement 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 government, fiscal or other authority, save as required by law. If 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.

Customer may elect to pay all amounts due under this Agreement either by:

(a)   ACH payment or wire transfer to the following account:

Receiver:	Silicon Valley Bank
ABA/Routing #:	121140399
SWIFT Code:	SVBKUS6S
Beneficiary:	3301451580
	Spreedly, Inc.
	300 Morris Street, Suite 400
	Durham, NC 27701
	USA

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