

## STATEMENT OF WORK # 1

**Spreadly, Inc.**  
300 Morris Street  
Suite 400  
Durham, NC 27701

**To:** Giorgi  
**Customer Legal Name:** Hopper, Inc.  
**Billing Address:** 1-5795 Avenue De Gaspe,  
Montreal, Quebec H2S 2X3, Canada

**Date Issued:** May 24, 2024

This Statement of Work ("SOW") is entered into between the entity identified above as "Customer" and Spreadly, 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.spreadly.com/>.

1. Services. Spreadly will provide the following Professional Services in accordance with the specifications set out in this SOW:

1.1. Spreadly will build support for the card payment method UATP under Hooper.

i. New cards will have the following requirements:

1. BIN 1175 and BIN 1290
2. Length: 15
3. Luhn check, mod 10
4. no CVV

2. Deliverables.

2.2. Update Active Merchant with support for new card type.

2.3. Update Spreadly Core with support for new card type, merge to production.

2.4. Update the Spreadly iframe with support for new card type, merge to production.

- The Spreadly iframe has scheduled releases. Support for this feature will be released in accordance with those rules as described in the documentation located at: <https://docs.spreadly.com/guides/adding-payment-methods/iframe/#scheduled-releases>.

3. Spreadly Responsibilities. Spreadly will:

3.1. Add new card type to Spreadly's Active Merchant open-source library.

3.2. Merge new card type to Spreadly's core transaction services and deploy to production.

3.3. Test that the new card type can be vaulted

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 Spreadly to perform the Professional Services.

4.2. Reasonably assist Spreadly 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.

Spreadly 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. Estimated Timeline. The project work will last for approximately two (2) weeks. The Professional Services will be performed during Spreadly's normal business hours (9:00am-5:00pm EST) and workdays Monday through Friday excluding US holidays.

7. Acceptance. When Spreadly has identified the Professional Services under this SOW as completed, Spreadly 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, Spreadly with a detailed written description of each alleged non-conformance. In such an event, Spreadly will either confirm the non-conformance and commence work on making corrections or inform Customer that Spreadly does not agree that a non-conformance exists and provide Customer with a written explanation for Spreadly's conclusion. Each Party will provide reasonable assistance and information to one another to assist in resolving any disputes regarding Deliverables.

8. Fees and Payment Terms. In consideration for the performance of the Professional Services under this SOW, Customer will pay to Spreadly \$10,000.00 USD payable upon completion and acceptance of the respective milestones and Deliverables. All payments are subject to the terms prescribed in the Agreement. This fee includes a one-time discount; please refer to Table 1 below.

New Card Type	\$20,000.00
Discount	-\$10,000.00
Total Cost	\$10,000.00

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  
Spreadly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
USA

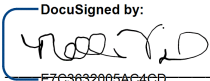
- (b) check delivered to the address specified in the relevant invoice.

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

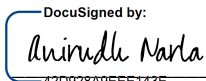
By:   
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Name: Nellie Vail

Title: Nellie Vail - CFO

Date: 6/13/2024

**Hopper, Inc.**

By:   
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Name: Anirudh Narla

Title: Head of Payments

Date: 6/13/2024