

## STATEMENT OF WORK

### Plexo Integration

This Statement of Work ("SOW"), as of the last day it is signed (the "SOW Effective Date"), is being entered into by and between Red Visual SA ("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.

- i. **Description of Services and Work Product:** Spreedly will perform the following Services under this SOW:
  - a. Spreedly will build a new direct API integration to Plexo's API in order to support Card payment processing on the Spreedly platform for Customer. The integration will standardly support the following payment operations:
    - (i) Authorization
    - (ii) Capture
    - (iii) Purchase
    - (iv) Refund & Partial Refund
    - (v) Void
    - (vi) Verify
- ii. **Key Milestones & Deliverables:**
  - Add Plexo card payment functions as described in Section 1 to Spreedly's Active Merchant open source library
  - Merge Plexo card payment functions as described in Section 1 to Spreedly Core Platform, deploy in Production
  - Launch Plexo as a Supported Gateway on Spreedly including publishing integration documentation at docs.spreedly.com and adding Plexo to the Supported Gateways list at spreedly.com
- iii. **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:
  - Make resources available for testing and review of deliverables in a timely manner.
  - Provide Spreedly access to Company partner contact in order to establish a Sandbox environment, documentation, and designated technical point of contact.
  - Plexo must deliver support for PCI via the API (sending direct card details without tokenization) in order for Spreedly to complete the engagement.
- iv. **Duration of Statement of Work.** This SOW shall commence on the SOW Effective Date and shall continue until the work product and deliverables as described above have been Accepted by Company (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 eight (8) to ten (10) weeks or until the entirety of deliverables described herein have been delivered and accepted by Company.
- vi. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Company shall pay to Spreedly \$25,000.00 invoiceable upon execution of this Statement of Work.
- vii. **Acceptance.** When Spreedly has identified a Statement of Work as completed, Spreedly shall provide written notification (electronic or otherwise) to Company of the completion. Company shall have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Statement of Work. Company shall be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Company provides Spreedly 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 Company during the Acceptance Period, Spreedly 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. **Termination.**
  - a. Either Party is entitled to terminate this Agreement at any time by providing thirty (30) days written notice to the other Party, except as otherwise provided in the Agreement. Termination of this Agreement automatically causes simultaneous termination of all SOWs and/or Change Orders hereto. During the above notice period the Company shall be accountable for ensuring Spreedly Personnel with the Client Obligations and Spreedly shall continue providing the Services in a professional manner as agreed in the Agreement and/or relevant Change Orders.

b. Upon termination of this Agreement, the Company shall be obliged to pay, within thirty (30) days of the effective date of termination, all undisputed fees and expenses in accordance with the terms of this Agreement and/or any Change Order for the Services provided up to the effective date of such termination.

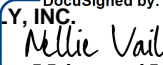
- ix. **Incorporation of Terms.** All other terms and conditions of the Professional Services Agreement will apply to this Statement of Work.

[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.

DocuSigned by:

**SPREEDLY, INC.**



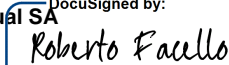
By: Nellie Vail

Name: Nellie Vail

Title: CFO

DocuSigned by:

**Red Visual SA**



By: Roberto Facello

Name: Roberto Facello

Title: Director