

STATEMENT OF WORK

Integration with Flexcharge

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 FlexCharge, Inc. ("Company") and Spreedly, Inc., ("Spreedly"). Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Professional Services Agreement signed concurrently with this SOW.

- i. **Description of Services:** Spreedly will perform the following Services under this SOW:
 - a. integrate for Card payment processing with the FlexCharge services (as indicated in the applicable documentation here: <https://docs.flex-charge.com/reference/getting-started-with-your-api>)
 - b. Standardly support the following payment functions
 - (i) Authorize
 - (ii) Refund
 - (iii) Void
 - (iv) Capture
 - (v) Purchase
 - (vi) 3DS2 Global
 - (vii) Store
 - (viii) Sync
- ii. **Key Milestones & Deliverables:**
 - Add functionality as described above to Spreedly's Active Merchant open source library
 - Add and merge upgrade functionality as described above to Spreedly Core Platform, deploy in Production
 - Test and verify functionality
 - Publish integration documentation at docs.spreedly.com
- iii. **Company Obligations:** In support of the Services that will be provided by Spreedly hereunder, Company will 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 FlexCharge contact in order to establish a Sandbox environment, documentation, and designated technical point of contact.
 - Test and accept work product in a timely manner
 - Release any acquiring information required for mutual customers to utilize 3DS Global services as needed
 - Update Company implementation as necessary to use deliverables functionality
- 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 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 six (6) to eight (8) 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 will pay to Spreedly \$35,000 USD in two (2) equal installments, the first invoiceable upon execution of this SOW, and the second upon acceptance per Section vii below.

If Company fails to make any payment when due then, in addition to all other remedies that may be available to Spreedly in the Agreement, Spreedly 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.

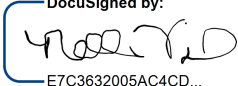
- vii. **Acceptance.** When Spreadly has identified a SOW as completed, Spreadly will provide written notification (electronic or otherwise) to Company of the completion. Company will have 10 business days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the SOW. Company will be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Company 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 Company 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 SOW.

[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.

FLEXCHARGE, INC.

DocuSigned by:
By:  —
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Name: Nellie Vail —
Title: CFO —
Date: 2/29/2024 —

DocuSigned by:
By:  —
EDB239631C924A9...
Name: Elio Vitucci —
Title: President —
Date: 2/22/2024 —