

**STATEMENT OF WORK****CommerceHub Integration**

This Statement of Work ("SOW"), dated as of last date of signing below, (the "SOW Effective Date") is being entered into by and between Grabango Co., a Delaware Corporation ("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:

Spreedly will build a new direct API integration to [CommerceHub REST API](#) in order to support Card payment processing on the Spreedly platform. The integration will standardly support the following payment operations:

- Authorize
- Capture
- Purchase
- Void
- Refund
- Verify
- Store
- Stored Credentials

Spreedly will add capabilities to process Google Pay and Apple Pay transactions on the Commerce Hub gateway

- ii. **Key Milestones & Deliverables:**

- Add CommerceHub payment operations (as described in section 1) to Spreedly's Active Merchant open source library
- Merge CommerceHub card payment operations (as described in section 1) to Spreedly Core Platform, deploy in Production
- Launch CommerceHub as a Supported Gateway on Spreedly including publishing integration documentation at docs.spreedly.com and adding CommerceHub to the Supported Gateways list at spreedly.com
- Add support for Google Pay and Apple Pay to CommerceHub, deploy in Production
- Update integration documentation at docs.spreedly.com with new payment method support on CommerceHub

- 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:

- Facilitate communication with Fiserv (CommerceHub), if needed, in order to help Spreedly gain access to an account with support for testing purposes
- Make resources available for testing and review of deliverables in a timely manner
- Provide Spreedly access to Company contact for testing and review of deliverables in a timely manner.
- Test and accept work product
- Update Company implementation as necessary to use work product functionality

- 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 for an estimated duration of approximately eight (8) to ten (10) weeks.

- vi. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Company shall pay to Spreedly \$34,000.00 invoiceable upon execution of this Statement of Work. This fee includes the New Gateway Integration credit as provided for in the Service Agreement dated September 20, 2019. Please refer to Table 1 below

Gateway Integration	\$39,000.00
New Gateway Integration Credit	-\$5,000.00
Total Cost	\$34,000.00

- 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, 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. **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 Spreadly Personnel with the Client Obligations and Spreadly 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.

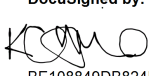
ix. **Incorporation of Terms.** All other terms and conditions of the Professional Services Agreement will apply to this Statement of Work.

[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.

SPREEDLY, INC.

DocuSigned by:



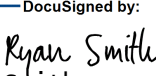
By:

Name: Nellie Vail

Title: CFO

Grabango Co.

DocuSigned by:



By:

Name: Ryan Smith

Title: CTO