

STATEMENT OF WORK # 1

Spreedly, Inc.
300 Morris Street
Suite 400
Durham, NC 27701

To:
Customer Legal Name: RainFocus, LLC
Tax ID: 81-3311152
Billing Address: 1633 W Innovation Way Ste 100, Lehi UT 84043

Date Issued: September 18, 2024

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

1. Services. Spreedly will add the following payment operations for card processing on Fortis (as indicated in the applicable documentation here: https://docs.fortis.tech/v1_0_0.html#/rest/quick-start-guide/using-the-fortis-api):

- (a) Authorize
- (b) Capture
- (c) Refund
- (d) Void
- (e) Purchase
- (f) Verification
- (g) Store
- (h) Unstore / Remove
- (i) General Credit

Additionally, Spreedly will acquire certification from Fortis (as indicated in the applicable documentation here: https://docs.fortis.tech/v1_0_0.html#/rest/quick-start-guide/overview/what-is-the-certification-process)

1. Deliverables.

- 2.1. Add functionality as described above to Spreedly's Active Merchant open source library.
- 2.2. Add and merge upgrade functionality as described above to Spreedly Core Platform, deploy in Production.
- 2.3. Test and verify functionality
- 2.4. Publish integration documentation.
- 2.5. Achieve certification with Fortis

2. Spreedly Responsibilities. Spreedly will:

- 2.1. Add new payment operations to Spreedly's Active Merchant open-source library.
- 2.2. Merge new payment operations to Spreedly's core transaction services and deploy to production.
- 2.3. Test that the new payment operations work with the selected gateway.
- 2.4. Publish the applicable integration documentation at developer.spreedly.com
- 2.5. Achieve certification with Fortis

3. Customer Responsibilities. In support of the Professional Services, Customer agrees to:



- 3.1. Furnish any materials, documentation, and resources, including introductions to any third parties, necessary for Spreedly to perform the Professional Services.
- 3.2. Reasonably assist Spreedly 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.
- 3.3. Test the results of the Professional Services and Deliverables in accordance with the specifications and acceptance testing process specified in this SOW.

Spreedly 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.

4. Duration. This SOW will commence on the SOW Effective Date and will continue until the Deliverables as described herein have been accepted by Customer.

5. Estimated Timeline. The project work will commence within two (2) to four (4) weeks of the SOW Effective Date and last for approximately six (6) to eight (8) weeks. The Professional Services will be performed during Spreedly's normal business hours (9:00am-5:00pm EST) and workdays Monday through Friday excluding US holidays. Timelines for certification can not be provided until project kickoff and are subject to Fortis's availability & requirements.

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

7. Fees and Payment Terms. In consideration for the performance of the Professional Services under this SOW, Customer will pay Spreedly \$37,000.00 USD payable in two installments, half up front prior to the commencement of Professional Services and the balance after the acceptance of the Deliverables by Customer. All payments are subject to the terms prescribed in the Agreement.

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
Spreedly, 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, 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.

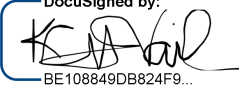
[Signatures on Next Page]



CONFIDENTIAL

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: BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 10/16/2024

RainFocus, LLC

By: BF04FF7AE9744B3...

Name: Mike Olson

Title: Chief Financial Officer

Date: 10/15/2024