

STATEMENT OF WORK

Upgrade & Google Pay Apple Pay on First Pay

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 First American Payment Systems, LP dba Deluxe ("Customer") 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. Upgrade First Pay integration (as indicated in the applicable documentation here: <https://docs.spreedly.com/payment-gateways/first-pay/>) to the REST protocol

b. Standardly support the following payment functions

- (i) Purchase
- (ii) Authorize
- (iii) Refund
- (iv) Void
- (v) Capture

c. Add support for Google Pay on the First Pay upgraded integration

d. Add support for Apple Pay on the first pay upgraded integration

ii. **Key Milestones & Deliverables:**

- Upgrade 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
- Add and merge 3DS Global support to Spreedly's Active Merchant open source library
- Add and merge 3DS Global support as described above to Spreedly Core Platform, deploy in Production
- Test and verify functionality
- Update integration documentation at docs.spreedly.com

iii. **Customer Obligations:** In support of the Services that will be provided by Spreedly hereunder, Customer 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 SagePay/Elavon/Opayo contact in order to establish a Sandbox environment, documentation, and designated technical point of contact.
- Facilitate communication with integration partners, if needed, in order to help Spreedly gain access to an account with support for testing purposes
- Test and accept work product in a timely manner
- Work with SagePay/Elavon/Opayo for required information to enable the use of 3DS Global
- Update Customer implementation as necessary to use deliverables functionality
- Facilitate or participate in any third party conversations with SagePay/Elavon/Opayo as needed

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 Customer (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 Customer.

vi. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Customer will pay to Spreedly \$20,000 USD invoiceable upon execution of this SOW.

vii. **Acceptance.** When Spreedly has identified a SOW as completed, Spreedly will provide written notification (electronic or otherwise) to Customer of the completion. Customer will have 30 days (Acceptance Period) in which to determine if the

applicable deliverable(s) conform to the SOW. Customer will be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Customer 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 Customer 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.

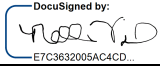
- viii. **Incorporation of Terms.** All other terms and conditions of the Professional Services Agreement will apply to this SOW.

[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.

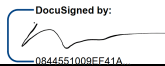
FIRST AMERICAN PAYMENT SYSTEMS, LP
DBA DELUXE

By: 

Name: Nellie vail

Title: CFO

Date: 2/1/2024

By: 

Name: Michael Bradford

Title: EVP Operations

Date: 2/1/2024
