



Professional Services Order Form

Spreedly, Inc.
733 Foster Street, Ste. 100
Durham, NC 27701
United States

Customer:

Fonteva, Inc.
4420 Fairfax Dr. #500
Arlington, VA 22203
United States

Item	Description	Fee
Add Integration Function	Spreedly to add Level 2 and Level 3 transaction support to Payflow Pro gateway	\$10,000.00

Terms and Conditions:

1. Spreedly agrees to perform the service(s) described above using Spreedly's best efforts. The target date of completion of this integration is July 15, 2019 contingent upon signature on this order form by June 13, 2019 and receipt of payment according to condition. Except as otherwise set forth above Spreedly shall furnish all labor, materials, equipment, supplies and/or other goods and services necessary for the performance of the professional services.
2. Customer will pay Spreedly the compensation set forth in this order form to be invoiced upon signing. Invoice shall be payable by Customer within fifteen (15) days of its receipt of the invoice.
3. All payments to be made shall be made in cleared USD funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If the Customer is compelled to make any such deduction, it will pay Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.
4. No Ownership. Customer acknowledges that it will not obtain any right, title, or interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights or any other intellectual property rights of any sort throughout the world) in or to any deliverables contemplated by this Service.
5. Miscellaneous. This Service Order shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions). This Service Order contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. If any provision of this Service Order is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Service Order unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decisions. Neither party may assign nor transfer any rights or obligations under this Service Order without the other party's prior written consent, which may be withheld for any reason or for no reason.



Professional Services Order Form

6. No Other Consents; Conflicting Terms. Except as expressly set forth in this Service Order, any other Agreement between the parties will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Service Order and the Agreement, this Service Order will govern the relationship between the parties.

FONTEVA, INC.

By: _____

Name: _____

Title: _____

Date: _____

Mac Anderson

Mac Anderson

CFO

06/14/19
