



## DIRECT GATEWAY ADAPTOR AGREEMENT

### Part A: Parties

SPREEDLY		CUSTOMER	
Name:	Spreadly, Inc.	Name:	SK Planet, Inc.
Address:	116, W. Main Street, Suite 2	Address:	475 Brannan Street, Suite 420
City/State:	Durham, NC 27701	City/State:	San Francisco, CA 94107
<b>PRIMARY SPREEDLY CONTACT</b>		<b>PRIMARY CUSTOMER CONTACT</b>	
Name:	Brendon Prebble	Name:	Ryan Shane
Title:	Business Development	Title:	Business Development
Phone:	919-432-5008	Phone:	650-400-3720
Email:	brendon@spreadly.com	Email:	ryan.shane@skplanetinc.com

### Part B: Service and Terms

- Services to be Provided.** Spreadly will develop on behalf of Customer a Direct Gateway Active Merchant adaptor for WorldPay's Link Gateway (the "**Gateway**"), and complete all steps required to integrate the Gateway to Spreadly's API (the "**Services**"). Upon completion of the Services, Customer will be able to run production transactions against the Gateway via Spreadly's API.
- Cost.** Spreadly will charge Customer \$3,000 for the Services. Spreadly will issue an invoice for the cost prior to beginning work on the Services, which shall be due and payable upon receipt.
- Timing.** Spreadly will immediately commence work on the Services upon receipt of payment of the invoice (the "**Start Date**"), and will use reasonable efforts to complete the Services within two weeks of the Start Date, but will in any event complete the Services no later than four weeks from the Start Date.
- Indemnity.** Spreadly agrees to indemnify and hold Customer and its partners and their respective affiliates harmless from and against any and all liabilities, losses, damages, costs and expenses (including without limitation reasonable attorneys' fees) related to any third party claim, suit action or proceeding based on or in connection with a third party claim that the Services infringe upon or misappropriate any third party patent, copyright, trademark, trade secret or other intellectual property right of such party.
- Miscellaneous.** EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS STATED IN SECTION 4 ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AGGREGATE FEES PAID UNDER THIS AGREEMENT. This Agreement shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions). The parties agree that the exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or Federal court located in Delaware. Each party irrevocably waive any and all rights they may have to trial by jury in any judicial proceeding involving any claim relating to or arising under this Agreement. This Agreement 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 Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement 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.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the last date of signature below:

Spreadly, Inc.

By:

Name:

Title:

Date:

  
Justin Benson

CEO

8/20/2014


Customer

By:

Name:

Title:

Date:

  
Navneet Singh  
VP Product  
8/20/14