



## SUPPORTED GATEWAY AGREEMENT

This Agreement (this “**Agreement**”), effective as of the 5/17/2021, 2021 (the “**Effective Date**”), is by and between **SPREEDLY, INC.**, a Delaware corporation (“**Spreedly**”), and [PAYARC LLC], a [corporation]/[limited liability company] (“**Gateway**”).

### Background Statement

Spreedly is engaged in the business of developing, providing and/or licensing its payments orchestration platform (the “**Spreedly Platform**”) to enable merchants to seamlessly integrate to various gateways and payment service providers that have integrated via API to the Spreedly Platform through an ActiveMerchant adapter (an “**Adapter**”). Gateway desires to access and use ActiveMerchant to develop an Adapter that it can submit to Spreedly for development by Spreedly to complete the integration with the Spreedly Platform and, upon completion and approval by Spreedly, to be designated as a “**Supported Gateway**”. Spreedly desires to enable Gateway to do so in accordance with, and subject to, the terms and conditions set forth in this Agreement.

### Statement of Agreement

The parties hereto agree as follows:

1. **Gateway Obligations.** Gateway’s designation and appointment as a “**Supported Gateway**” (as described in Section 2(b) below) is subject to compliance with, and fulfillment of, all of the following obligations throughout the term of this Agreement:

- (a) Gateway shall pay to Spreedly a non-refundable certification services fee (the “**Fee**”) in an amount equal to \$10,000, which shall be paid by Gateway to Spreedly within thirty (30) days of the Effective Date. Without limiting any other remedies available to Spreedly, any late payment of the Fee shall bear interest at the lesser of 1.5% per month and the highest rate permitted by law until paid in full. The Fee does not include any taxes. If Spreedly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Gateway, unless Gateway provides Spreedly with a valid tax exemption certificate authorized by the appropriate taxing authority.
- (b) Gateway shall develop its Adapter in accordance with Spreedly’s guidelines, including without limitation, (i) the ActiveMerchant guidelines set forth at: [https://github.com/activemerchant/active\\_merchant/wiki/Contributing](https://github.com/activemerchant/active_merchant/wiki/Contributing), and (ii) the Spreedly Gateway Integration Submission Guide, a copy of which has been provided by Spreedly to Gateway. The Adapter must be coded in Spreedly’s preferred language, which as of the Effective Date is Ruby.
- (c) Gateway shall not input, upload, transmit or otherwise provide to or through its Adapter, any materials, content or code that contains, transmits or activates any virus, worm, malware or other malicious computer code.
- (d) Upon completion of the development and testing of the Adapter, Gateway shall submit a pull request to Spreedly indicating that such Adapter is ready for Spreedly’s review.
- (e) Gateway shall modify, enhance and otherwise update its Adapter to address any issues, errors or other compatibility concerns identified by Spreedly during its development and certification process.
- (f) Gateway shall, upon Spreedly’s request, provide any necessary support and/or information necessary to enable Spreedly to complete the integration of the Gateway Adapter to the Spreedly Platform.
- (g) Gateway shall support and maintain the Gateway Adapter throughout the term of this Agreement to ensure that it (i) remains compatible with any and all updates to the Spreedly Platform and (ii) continues to successfully facilitate tokenization transactions between merchants and the Spreedly Platform conducted through such Adapter.
- (h) Gateway shall not attempt to register any trademark anywhere in the world that includes, combines or integrates the Spreedly logo (the “**Logo**”). Gateway also acknowledges and agrees that it has no right or interest in any goodwill in the Logo that is created through Gateway’s activities under this Agreement, and that all such goodwill shall accrue to the benefit of Spreedly.

- (i) Without limiting any other obligations hereunder, Gateway shall conduct its business at all times in a manner that reflects favorably on the goodwill and reputation of Spreadly. Gateway shall not engage in deceptive, misleading, or unethical practices detrimental to Spreadly, merchants or the public, and Gateway shall make no representations or warranties on behalf of Spreadly, or with respect to the Spreadly Platform, without the express written consent of Spreadly. Gateway shall be solely responsible for any conduct, acts, warranties, or representations made in violation of the provisions of this Agreement.

**2. Spreadly Obligations.** Spreadly shall fulfill the following obligations throughout the term of this Agreement:

- (a) Spreadly shall develop, test and complete the integration of the Gateway's Adapter to the Spreadly Platform, which shall include, without limitation, (i) reviewing Gateway's pull request for the Adapter, (ii) deploying the Spreadly Platform with the Gateway Adapter in a test environment, (iii) updating the Spreadly Platform to successfully use the Gateway Adapter, and (iv) deploying the Spreadly Platform with the Gateway Adapter for use by merchants.
- (b) Upon successful deployment of the Spreadly Platform with the integrated Gateway Adapter, Spreadly shall (i) designate and appoint Gateway, during the term of this Agreement, as a "*Supported Gateway*", (ii) grant to Gateway a limited, nonexclusive, nontransferable license, during the term of this Agreement, to use the Logo for the sole purpose of marketing and promoting Gateway as a "*Supported Gateway*"; provided that each such use of the Logo must be pre-approved by Spreadly, and (iii) include Gateway in its list of Supported Gateways on its website.

**3. Ownership.** Gateway acknowledges and agrees that Spreadly is the sole owner of the Spreadly Platform and the Logo, including all derivative works made thereof by Spreadly or Gateway, and all patents, patent rights, copyrights, trademarks, trade secrets and other intellectual property rights in or relating to the Spreadly Platform and the Logo. Spreadly reserves all rights not expressly granted in this Agreement. There are no implied rights.

**4. Term and Termination.** This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless terminated earlier hereunder. Thereafter, this Agreement shall automatically renew for successive one (1) year renewal terms unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the scheduled expiration of the then-current term. Spreadly may terminate this Agreement immediately (i) if Gateway breaches its obligations under Section 1(a), 1(h) or 1(i), or (ii) if Gateway fails to cure any other breach of this Agreement within thirty (30) days of receiving notice thereof from Spreadly. Upon the termination or expiration of this Agreement, Gateway shall immediately cease marketing and/or promoting itself as a "*Supported Gateway*" and cease using the Logo.

**5. Representations and Warranties.** Each party represents and warrants to the other that (i) it possesses the legal right and corporate power and authority to enter into this Agreement and to fulfill its obligations hereunder, (ii) it is duly organized, validly existing, and in good standing under the laws of the state of its organization, and (iii) its execution, delivery and performance of this Agreement will not violate the terms or provision of any other agreement, contract or other instrument, whether oral or written, to which it is a party.

**6. Confidentiality.** During the term of this Agreement and thereafter, each receiving party (each, a "Recipient") will hold in strict confidence any proprietary or confidential information (collectively, "Confidential Information") of the other party (the "Discloser") and will not disclose Discloser's Confidential Information to any third party (other than the Recipient's employees who have a need to know the Confidential Information for the Recipient to perform its obligations hereunder) nor use the Discloser's Confidential Information for any purpose except for carrying out its obligations or exercising its rights under this Agreement. The terms and existence of this Agreement and all non-public information related to the Spreadly Platform (e.g., the methods, algorithms, structure and logic, technical infrastructure, techniques and processes used by Spreadly in developing, producing, marketing and/or licensing the Spreadly Platform) are Spreadly's Confidential Information. These restrictions will not restrict the use or disclosure of information disclosed by one party to the other that (i) is or becomes publicly known other than as a result of any act or omission by the Recipient, (ii) is lawfully received by the Recipient from a third party not in a confidential relationship with the Discloser, or (iii) was already rightfully known by the Recipient prior to receipt thereof from the Discloser. Additionally, the Recipient may disclose the Discloser's Confidential Information to the extent it is required to be disclosed pursuant to applicable law or the valid order of a court or governmental agency, provided that the Recipient must give the Discloser reasonable prior written notice to permit the Discloser to challenge or limit such required disclosure. On the expiration or termination of the Agreement, the Recipient shall promptly return to the

Discloser all copies, whether in written, electronic, or other form or media, of the Discloser's Confidential Information, or destroy all such copies and certify in writing to the Discloser that such Confidential Information has been destroyed.

**7. Limitation of Liability.** IN NO EVENT SHALL SPREEDLY, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO GATEWAY IN EXCESS OF \$500. UNDER NO CIRCUMSTANCES SHALL SPREEDLY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF SPREEDLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

**8. Miscellaneous.** Gateway shall not delegate, assign or subcontract all or any its rights or obligations under this Agreement without the prior written consent of Spreedly. No waiver, consent, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. Any notices required to be delivered in writing hereunder shall be sent to the party's address set forth in its signature block below and shall be deemed delivered when (i) by personal delivery (when actually delivered); (ii) by overnight courier (upon written verification of receipt); or (iii) by certified or registered mail, return receipt requested (upon verification of receipt). Either party may change its address at any time by giving written notice of the change to the other party. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations and discussions with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will constitute an original but all of which together constitute a single document. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Agreement shall be governed in all respects by the laws of Delaware, United States. Each of the parties irrevocably consents to the exclusive jurisdiction of the courts located in North Carolina, United States.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

SPREEDLY, INC. DocuSigned by:

By: *Nellie Vail*  
Name: Nellie Vail  
Title: VP of Finance and International Operations

**[INSERT LEGAL NAME OF GATEWAY]** PAYARC LLC

By: *Zachary Martinez*  
Name: Zachary Martinez  
Title: CEO

Address for notices:

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

Address for notices:

PAYARC LLC  
103 Mason St2nd Flr  
Greenwich CT 06830  
Attn: Zachary Martinez