

STATEMENT OF WORK # Q-09674

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

To: Zeev Shoval
Customer Legal Name: FlexCorp Inc.
Tax ID: 87-3619473
Billing Address: 9 East Loockerman Street, Dover, Delaware
19901, United States
Sales Rep: Michael Rokos

Date Issued: January 31, 2025

This Statement of Work ("SOW") is entered into between the entity identified above as "Customer" and Spreadly, 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 Agreement (defined below) which is hereby incorporated by reference. For purposes of this SOW, "Agreement" means the signed services agreement currently in force between the Parties, or, in the absence of a separate agreement, the Spreadly Terms of Service located at <https://www.spreadly.com/terms-of-service>.

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.spreadly.com/>.

1. Services and Deliverables. Spreadly will provide the following Professional Services in accordance with the specifications set out in this SOW:

Task	Fee Type	Fee
Authorization	Hourly	\$240.00
Purchase	Hourly	\$240.00
Project Management	Hourly	\$240.00
3DS Global	Hourly	\$240.00
	Total	\$19,200.00

Spreadly will add the selected payment operations on FlexFactor as indicated in the applicable documentation.

2. Hourly Fees. For hourly Professional Services, Customer will pay Spreadly for the hours quoted in Section 1. Spreadly estimates that the hourly Professional Services herein will require 80 hours at an hourly rate of \$240.00 for an estimated cost of \$19,200.00. Spreadly will notify Customer if it believes that the Professional Services may exceed the estimated time.

3. Spreadly Responsibilities. Spreadly will:

- 3.1. Add new payment operations to Spreadly's Active Merchant open-source library.
- 3.2. Merge new payment operations to Spreadly's core transaction services and deploy to production.
- 3.3. Test that the new payment operations against work with the selected gateway.
- 3.4. Publish the applicable integration documentation at <https://developer.spreadly.com/>.

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

- 4.1. Furnish any materials, documentation, and resources, including introductions to any third parties, necessary for Spreadly to perform the Professional Services.
- 4.2. Reasonably assist Spreadly 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.
- 4.3. Make code level changes within Customer systems to implement the functions provided herein.

4.4. Test the results of the Professional Services and Deliverables in accordance with the specifications and acceptance testing process specified in this SOW.

Spreadly 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.

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

6. Estimated Timeline. The project work will commence within 2 to 4 weeks of the SOW Effective Date and last for approximately 3 to 5 weeks. The Professional Services will be performed during Spreadly's normal business hours (9:00am-5:00pm EST) and workdays Monday through Friday excluding US holidays.

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

8. Payment Terms.

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
Spreadly, 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, Spreadly 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]

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:

Name:

Title:

Date:

FlexCorp Inc.

By:

Name:

Title:

Date: