STATEMENT OF WORK # Q-09924

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

To: Shawn Curtis   **Date Issued:** April 22, 2025
Customer Legal Name: Solutions by Text, LLC
Tax ID: 81-4349002
Billing Address: 15455 Dallas Parkway, Suite 600, Addison,
Texas 75001, United States
Sales Rep: Marc Bruyere

This Statement of Work ("SOW") is entered into between the entity identified above as "Customer" and Spreedly, 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 Spreedly Terms of Service located at https://www.spreedly.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.spreedly.com/.

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

Task	Fee Type	Fee
Standard Gateway Integration	Flat	$30,000.00
Add ACH to a Gateway	Flat	$0.00
		$30,000.00

Spreedly will add the selected payment operations on Loan Payments Pro as indicated in the applicable documentation at https://app.loanpaymentpro.com/Authenticated/Default.aspx.

Standard Gateway Integration includes the following payment operations on the selected gateway:

a)   Authorization

b)   Capture

c)   Purchase

d)   Void

e)   Verify

f)   Credit

g)   Store

h)   Unstore/Remove

2.   Spreedly Responsibilities. Spreedly will:

2.1.   Add new payment operations to Spreedly's Active Merchant open-source library.

2.2.   Merge new payment operations to Spreedly's core transaction services and deploy to production.

2.3.   Test that the new payment operations against work with the selected gateway.

2.4. Publish the applicable integration documentation at https://developer.spreedly.com/.

3. <u>Customer Responsibilities</u>. In support of the Professional Services, Customer agrees to:

3.1. Furnish any materials, documentation, and resources, including introductions to any third parties, necessary for Spreedly to perform the Professional Services.

3.2. Reasonably assist Spreedly 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.

3.3. Make code level changes within Customer systems to implement the functions provided herein.

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

Spreedly 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.

4. <u>Duration</u>. This SOW will commence on the SOW Effective Date and will continue until the Deliverables as described herein have been accepted by Customer.

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

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

7. <u>Co-marketing</u>. Customer agrees to participate with Spreedly in one (1) joint marketing virtual speaking event within the Initial Term; provided, that the content of such speaking event shall be mutually agreed between the Parties.

8. <u>Payment Terms</u>. In consideration for the performance of the Professional Services under this SOW, Customer and LoanPaymentPro LLC agree that they will each pay Spreedly $15,000.00, fifty percent (50%) of the total amount of $30,000.00 payable in full prior to the commencement of Professional Services by Spreedly.

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
Spreedly, 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, Spreedly 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.   **Solutions by Text, LLC (live acct)**

By: By:

Name: Name:

Title: Title:

Date: Date:

                                                      LoanPaymentPro LLC

                                                      By:

                                                      Name:

                                                      Title:

                                                      Date: