



## DIRECT GATEWAY ACTIVE MERCHANT ADAPTOR AGREEMENT

### Part A: Parties

SPREEDLY		CUSTOMER	
Name:	Spreedly, 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
PRIMARY SPREEDLY CONTACT		PRIMARY CUSTOMER CONTACT	
Name:	Brendon Prebble	Name:	Ryan Shane
Title:	Business Development	Title:	Business Development
Phone:	919-432-5008	Phone:	650-400-3720
Email:	brendon@spreedly.com	Email:	ryan.shane@skplanetinc.com

### Part B: Service and Terms

- Services to be Provided.** The Spreedly card vault service (the "Services") will enable Customer and/or its partners/agents to run production transactions against supported payment gateways via Spreedly's API.
- Term.** The term is month-to-month commencing on **April 4th**, 2014. Either party may terminate by providing email or written notice to the other at any time prior to the end of the then-current month which shall terminate this Agreement effective at the end of the then-current month.
- Fees.** Five Hundred Dollars (\$500 USD) per month ("Base Fee") plus any additional usage-overages based on the table below. Spreedly will invoice and charge the Customer's credit card on file monthly in advance for the Base Fee, and monthly in arrears for any additional usage-overages (with all invoices emailed to Customer at [accountspayable@skplanetinc.com](mailto:accountspayable@skplanetinc.com)).
  - 100,000 credit cards stored each month without additional cost
  - \$0.02 (2 cents) per successful transaction
  - 250 gateway tokens included per month without additional cost
  - \$2 per additional token (in excess of the first 250 tokens per month)
- Indemnity.** Spreedly 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.

5. 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 jurisdiction 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  
4/4/2014


**Customer: SK Planet, Inc.**

By:

Name:

Title:

Date:

  
NAVNEET SINGH  
VP, COMMERCE  
4/4/2014