

## STATEMENT OF WORK #6

### Dispatch API Enhancements

This Statement of Work ("SOW"), dated as of the last date of signing below (the "SOW Effective Date"), is being entered into in connection with the Enterprise Services Agreement (the "Enterprise Services Agreement"), dated as of October 15, 2019 by and between **Sky Group** ("Company") and Spreadly Inc., a Delaware corporation ("Spreadly"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Professional Services Agreement.

1. **Description of Services and Work Product:** Spreadly will perform the following Services under this SOW:
 

Spreadly will update the dispatch() API endpoint functionality with enhanced management of specific errors returned from a gateway. Spreadly will enhance Custom Analytics to return specific details of changes to the gateway configurations.
2. **Deliverables & Key Milestones:**
  - Dispatch Updates (80%)
    - Update Adyen and Stripe Payment Intents gateway configurations to accept a list of error codes.
    - Update Dispatch() logic such that at time of execution if an error is returned from the gateway and it matches the list defined for the gateway referenced in the Dispatch() call, processing will stop and no failover will occur. If the error returned is not in the known list of errors, processing would continue such that it will follow stop\_on\_gateway\_failure: false and roll over to the next defined gateway to execute.
    - Update Dispatch() logic so that if the attribute stop\_on\_gateway\_failure: false and the error code matches the defined listed stored with the gateway configuration processing stops.
  - Audit Updates (20%)
    - Capture list of Error Codes and Access Secret alias in Spreadly data pipeline after an Update Gateway call
    - Expose Error Codes and Access Secret alias for Update Gateway calls in Custom Analytics
    - Create a Dashboard in Custom Analytics for Company with Timestamp, Transaction Token, Access Secret Alias, Error Codes, Gateway Token
3. **Client Obligations:** In support of the Services that shall be provided by Spreadly hereunder, Company shall fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:
  - Sky will be responsible for making code level changes within their system to implement usage of Dispatch API functionality delivered as described in this SOW
  - Sky will be responsible for maintaining the list of error codes they would like to stop processing within Dispatch() and ensuring the configuration of error codes aligns with the latest Adyen and Stripe published documentation.
  - Sky will make available appropriate resources to facilitate UAT of the delivered work product within a timely manner
  - Sky will give Spreadly permission for use of a Sky Dashboard account to create the Custom Analytics Dashboard under that account's name
  - Sky will be responsible for accessing the Custom Analytics Dashboard in order to view changes to the Error Code list
4. **Additional Considerations:**
  - For Adyen, Spreadly currently maps to [refusalReasonRaw](https://docs.adyen.com/development-resources/raw-acquirer-responses) for the response.error\_code that will be utilized to control the dispatch logic.
    - <https://docs.adyen.com/development-resources/raw-acquirer-responses>
  - The current error codes evaluated for Adyen and Stripe Payment Intents that are mapped to Spreadly's response.error\_code are appropriate for the error code evaluation and logic proposed.
  - For Stripe, Spreadly currently maps to [Stripe specific decline codes](https://stripe.com/docs/declines/codes) utilizes those in response.error\_code result. Dispatch won't interpret anything in the GSRF's responses with regards to additional error codes there.
    - <https://stripe.com/docs/declines/codes>
  - If error codes are not mapped to gateways as proposed, dispatch() will execute with default parameters.
  - No additional logic will be added to timeouts, e.g. shortening length of Spreadly's default timeout thresholds.
5. **Duration of Statement of Work:** This SOW shall commence on the SOW Effective Date and shall continue until all services and work product described herein have been delivered and accepted by Customer. The term of this SOW may also be extended by mutual agreement of the Parties upon execution of a change order.
6. **Timeline:** The project work will commence within two to four weeks of the SOW Effective Date and is estimated to last for a duration of approximately ten (10) weeks including testing, QA, and UAT.
7. **Fees and Payment Terms:** As consideration for the performance of the Services under this SOW, Client shall pay to Spreadly \$41,800.00 invoiceable upon execution of this Statement of Work.
8. **Project Reporting:** Spreadly will provide a weekly project report via Confluence outlining the overall project status, work completed that week, work anticipated in the upcoming week, note risks and key dependencies.

9. **Acceptance.** When Spreadly has identified a Statement of Work as completed, Spreadly shall provide written notification (electronic or otherwise) to Company of the completion. Company shall have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Statement of Work. Company shall be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Company provides Spreadly with a written notice to the effect that one or more of the deliverables fails to conform to the acceptance test. In the event deficiencies are reported by Company during the Acceptance Period, Spreadly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date of the correction of identified non-conformities.
10. **Termination:**
- Either Party is entitled to terminate this Agreement at any time by providing thirty (30) days written notice to the other Party, except as otherwise provided in the Agreement. Termination of this Agreement automatically causes simultaneous termination of all SOWs and/or Change Orders hereto. During the above notice period the Company shall be accountable for ensuring Spreadly Personnel with the Client Obligations and Spreadly shall continue providing the Services in a professional manner as agreed in the Agreement and/or relevant Change Orders.
  - Upon termination of this Agreement, the Company shall be obliged to pay, within thirty (30) days of the effective date of termination, all undisputed fees and expenses in accordance with the terms of this Agreement and/or any Change Order for the Services provided up to the effective date of such termination.
11. **Incorporation of Terms.** All other terms and conditions of the Enterprise Services Agreement will apply to this Statement of Work.

[SIGNATURES ON FOLLOWING PAGE]

Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work #6 effective as of the SOW Effective Date.

SPREEDLY, INC.

DocuSigned by:

*Nellie Vail*

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By:

Nellie Vail

Name:

Title:

CFO

Date:

4/28/2022

Sky Group

DocuSigned by:

*Andrew Akien*

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By:

Andrew Akien

Name:

Title:

Head of Software Engineering

Date:

4/28/2022