



SERVICE AGREEMENT

Part A: Parties

SPREEDLY		CUSTOMER	
Name:	Spreedly, Inc.	Name:	Samsung Electronics America, Inc.
Address:	733 Foster Street, Suite 100	Address:	3 Van de Graaff Drive
City/State:	Durham, NC 27701	City/State:	Burlington, MA 01803
PRIMARY SPREEDLY CONTACT			
Name:	Justin Benson	Name:	Parveen Bansal
Title	CEO	Title:	Sr. Director, Strategic Partnerships
Phone:	919-432-5008	Phone:	551-244-5921
Email:	sales@spreedly.com	Email:	parveen.bansal@samsung.com

Whereas, Spreedly offers a service that validates, tokenizes and vaults credit cards and other payment types and processes charges against those payment methods against one or more payment gateways that are integrated to the Spreedly platform and/or third party payment method receivers that Spreedly supports;

Whereas, Customer offers a digital payments service;

Whereas, Spreedly and Customer desire to integrate certain aspects of the Services (as such term is defined below) and Customer's digital payments service;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree to be legally bound under the terms and conditions herein, inclusive of the schedule(s) named below and made part hereof.

Part B: Terms

1. This Service Agreement (including its exhibits, the "Agreement") is effective as of the last date of signing below ("Effective Date") and is between Spreedly, Inc. ("Spreedly", "we" or "us"), and Samsung Electronics America, Inc. ("Samsung", "Customer" or "you").
2. Provision of Services. Spreedly hereby grants Samsung and Samsung Affiliates a worldwide, limited, non-exclusive, irrevocable (except in connection with termination or expiration of this Agreement), non-transferable (except as permitted in Section 20) license, without the right to sublicense, to electronically access and use the Spreedly API for the term of this Agreement. Spreedly shall provide to Samsung and Samsung Affiliates access to Spreedly's website, any software, programs, documentation, tools, internet-based services, components and any updates thereto provided by Spreedly ("Services"), as further provided in Exhibit C (**Scope of Service**). The foregoing shall include the right to permit Samsung's employees, consultants, contractors, interns and outsourced workers to access and use the Spreedly API and access the Services as set forth in this Agreement. "Samsung Affiliates" as used herein shall mean an entity that directly or indirectly, Controls, is Controlled by, or is under common Control with a party to this Agreement, but only for so long as such Control exists, and where "Control" shall mean ownership of more than 50% of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body.
3. Affiliate Addendums. Spreedly understands and agrees that should a Samsung Affiliate desire to procure Services hereunder that such Samsung Affiliate must enter into an addendum to this Agreement prior to launch, as mutually agreed upon by Spreedly and the Samsung Affiliate ("Samsung Affiliate Addendum"). The Parties acknowledge and agree that a Samsung Affiliate Addendum may contain terms and conditions that contradict with the terms of the Agreement. In such case, the Samsung Affiliate Addendum will govern. In such instances, by executing a Samsung Affiliate Addendum, the parties acknowledge and agree that the such Samsung Affiliate will be entitled to the rights and benefits, and will be bound by the obligations, of Samsung under the terms and conditions of this Agreement, and that such Samsung Affiliate will be considered "Customer" and "Samsung" for the purposes of said Samsung Affiliate Addendum. The parties agree that, with respect to a Samsung Affiliate Addendum executed by a Samsung Affiliate, Spreedly will look solely to such Samsung Affiliate to enforce the performance of the duties and obligations of such Samsung Affiliate Addendum. For the avoidance of doubt, this Section 3 does not require Spreedly and Samsung Affiliates to enter into Samsung Affiliate Addendums, i.e., they are free to enter into separate contracts as mutually agreed by the Parties.
4. Term: The initial term of this Agreement shall be three (3) years from the Effective Date (the "Initial Term"), unless otherwise terminated in accordance with the provisions of Section 5. This Agreement shall automatically renew at the expiry of the Initial Term (and each successive Renewal Term) for future periods equal to one year (each a "Renewal Term") unless either party

gives written notice of its intent to terminate the Agreement no less than 90 days prior to the end of the then current Renewal Term. The "Term" shall refer to the Initial Term and any Renewal Terms.

5. **Termination:** If either party (a) commits a material breach or material default in the performance or observance of any of its obligations under this Agreement, and (b) such breach or default continues for a period of 30 days after delivery by the other party of written notice reasonably detailing such breach or default, then (c) the non-breaching or non-defaulting party shall have the right to terminate this Agreement, with immediate effect, by giving written notice to the breaching or defaulting party. Each party shall also have the right to terminate this Agreement immediately if the other party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, files a petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it which petition is not dismissed within thirty (30) days of filing, subject to the provisions of Section 17, below, where Spreedly is the party in question; or engages in any unlawful business practice related to its performance under this Agreement.
6. **Effect of Termination:** Upon termination or expiration of this Agreement, all rights, obligations and licenses of the parties hereunder shall cease except that each party shall promptly return to the other or, if so directed by the other party, destroy all originals and copies of any Confidential Information and all information, records and materials developed therefrom. Except with respect to termination for a material breach by Customer, Customer will have the right by written notice sent within five (5) days after receipt of a notice from Spreedly of termination or non-renewal in accordance with Sections 4 and 5, above, to put in place a period (determined by Customer) of up to one hundred and eighty (180) days following the date of termination or expiration of this Agreement (the "Wind-Down Period"). Upon such request, this Agreement will be deemed to be extended until the expiration of such Wind-Down Period for all purposes, and, among other obligations of the parties that may apply, the Services will continue to be supplied, and Customer and its Affiliates may continue to exercise all rights granted herein, provided that (i) Customer and the applicable Samsung Affiliates continue to pay all applicable fees hereunder and (ii) Spreedly may terminate the Wind-Down Period upon written notice to Customer if Customer materially breaches any term of this Agreement, including without limitation any payment obligation, and fails to cure such breach within thirty (30) days of its receipt of Spreedly's notice. Customer shall remain liable for all fees owing through the later of the effective date of termination or the expiration of the Wind-Down Period.
7. **Pricing:** Spreedly will charge Customer the fees outlined on Exhibit A for use of the Services.
8. **Confidential Information:**
 - a. For the purposes of this Agreement, "**Confidential Information**" means any and all technical and non-technical information, whether in graphic, electronic, written or oral form, disclosed by either Spreedly or Samsung, which the disclosing party identifies as confidential or the receiving party should reasonably understand to be confidential given the circumstances and the nature of the information. Without limiting the foregoing and subject to the remainder of this clause, Confidential Information includes the Spreedly API or any API owned or otherwise controlled by Samsung, Customer Data, any ideas, techniques, drawings, designs, descriptions, specifications, works of authorship, patent applications or other filings, models, inventions, know-how, processes, algorithms, software source documents, and formulae related to the current, future, and proposed technologies, products and services of each of the parties, and also any information concerning research, experimental work, development, engineering, financial information, purchasing, customer lists, pricing, investors, employees, business and contractual relationships, business forecasts, business plans, Personal Information, sales and merchandising, marketing plans of or related to Spreedly or Samsung and Confidential Information either party provides to the other regarding or belonging to third parties. "Confidential Information" does not include any information which: (i) now or hereafter enters the public domain through no breach of an obligation of confidentiality or other fault of a party; (ii) the receiving party independently knows free of any obligation of confidentiality at the time of receiving such information; (iii) a third party hereafter furnishes to the receiving party without restriction on disclosure and without breach of any confidentiality obligations; or (iv) employees or agents of a receiving party have independently developed without any use of or reference to any Confidential Information and without breaching this Agreement.
 - b. Each party shall: (i) only disclose Confidential Information to any of its and/or its affiliates' employees, officers, directors, partners, consultants, contractors, agents and representatives (collectively, its "Representatives") that have a need to know such Confidential Information and who have agreed to terms at least as restrictive as those stated in this Agreement; (ii) hold in strict confidence and not disclose any Confidential Information to any third party except as permitted herein; (iii) protect and safeguard any and all Confidential Information using the same standard of care as it uses to protect and safeguard its own confidential and/or proprietary information, but in no event less than a reasonable standard of care; (iv) use such Confidential Information only to the extent required for the purposes of this Agreement; (v) not reproduce Confidential Information in any form except as required for the purposes of this Agreement; (vi) not reverse-engineer, decompile, or disassemble any software or devices disclosed by the other party; (vii) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (viii) promptly provide the other party with notice upon discovery of any loss or unauthorized disclosure of the Confidential Information or any actual breach of the terms of this Agreement in accordance with Section 12, below. Each party shall be liable for any failure of its Representatives to abide by the provisions of this Agreement as if such failure was the act or omission of such party.
 - c. Notwithstanding the foregoing, either party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by applicable law or regulation; or (ii) on a "need-to-know" basis and under an obligation of confidentiality to its legal counsel, accountants, banks and other financing

sources and their advisors, or to a Qualified Security Assessor ("QSA") for the purpose of assessing compliance with the Payment Card Industry Data Security Standards ("PCI-DSS"), as further provided below.

- d. All Confidential Information (including all copies thereof) shall remain the property of the disclosing party. Upon the request of the disclosing party, the receiving party shall either (a) return such materials to the disclosing party; or (b) certify in writing as to the destruction thereof. Nothing in this Section 8.d shall require the destruction of computer files created by automatic archiving and back-up procedures, provided that (i) such computer files will be deleted in accordance with the disclosing party's retention policies; and (ii) the terms of this Agreement will continue to apply to any Confidential Information retained in such computer files.

9. Intentionally Omitted

10. References to Relationship. Any press release, public announcement or media communication regarding this Agreement may only be made with the written approval of both Parties.

11. PCI-DSS. Spreedly represents and warrants that, at all times during the Term of this Agreement, it shall be fully compliant with PCI-DSS and all other applicable standards and guidelines issued by the PCI Security Standards Council, LLC, (the "**Council**") as modified from time to time, and shall, on request or on a periodic basis in accordance with the Card Rules (as defined below), provide proof thereof. In addition:

- a. Spreedly covenants, represents and warrants that, at all times during the duration of this Agreement, it complies with and will comply with all applicable rules and guidelines regarding service providers, third-party agents and processors as issued by the Card Associations (the "**Card Rules**"), as updated from time to time, and including Card Rules applicable to U.S. and international credit card transactions. The term "**Card Associations**" means MasterCard, VISA, American Express, Discover, JCB or any other credit card brand or payment card network for or through which Spreedly Processes payment card transactions. "**Processes**," "**Processed**" or "**Processing**" shall mean any operation in relation to Personal Information irrespective of the purposes and means applied including, without limitation, access, collection, retention, storage, transfer, disclosure, use, erasure, destruction, and any other operation. "**Personal Information**" means any information that identifies or could reasonably be used to identify an individual person, including but not limited to names, cardholder data social security numbers, driver's license numbers, tax identification numbers, addresses and telephone numbers, or any information which is compiled or derived from any of the foregoing.
- b. Spreedly represents and warrants that it validates its PCI-DSS compliance as required by the applicable Card Rules, and, as of the effective date of this Agreement, Spreedly has complied with all applicable requirements to be considered compliant with PCI-DSS, and has performed all necessary steps to validate its compliance with the PCI-DSS. Without limiting the foregoing, Spreedly represents and warrants: (i) that it undergoes an Annual On-Site PCI Data Security Assessment ("**Annual Assessment**") by a QSA and pursuant to its most recent Assessment, it is currently certified as compliant with the current version of PCI-DSS by the QSA; (ii) that it undergoes a quarterly network scan ("**Scan**") by an approved scanning vendor ("**ASV**") and that it has passed its most recent scan.
- c. Spreedly will notify Customer within seven (7) days if it (i) receives a non-compliant Annual Assessment from a QSA; (ii) fails to undergo or complete any Annual Assessment prior to the expiration of the previous year's Annual Assessment; (iii) is unable to pass any of its Scans; or (iv) is no longer in compliance with PCI-DSS.
- d. Spreedly agrees to supply Customer with evidence of its most recent Annual Assessment prior to or upon execution of this Agreement. Thereafter, Spreedly shall annually supply to Customer, or make available on www.spreedly.com, evidence of Spreedly's successful completion of its Annual Assessment and will, upon reasonable request, supply Customer with additional evidence of its overall PCI-DSS compliance status.
- e. Spreedly shall, with respect to Samsung's data, use only validated third-party payment applications that have been certified as compliant with the Council's Payment Application Data Security Standards ("**PA-DSS**"), as updated from time to time.
- f. Customer may elect at any time to perform an automatic export of Customer Data (as defined below) to a third party payment gateway or non-gateway endpoint (each an "**Endpoint**") for which Spreedly supports third party vaulting (a "**Supported TPV Endpoint**") as set forth at: <https://docs.spreedly.com/guides/third-party-vaulting/>. For any Endpoint that is not a Supported TPV Endpoint, Customer may request that Spreedly perform one (1) free-of-charge manual export during the Initial Term and each Renewal Term thereafter, of any Customer Data to a recipient designated by Customer, provided the recipient has proven that it is PCI-DSS compliant and the transfer is not in violation of any applicable rules, laws or regulations (collectively, "**Laws**"). If Customer requires additional manual exports during the Term, each additional manual export shall incur a \$1,000 charge. Spreedly reserves the right to delete all of Customer's Data and any other account data stored on its servers 30 days after the effective date of termination of this Agreement (the "**Data Transfer Window**"). If Customer requires additional time to arrange the export of Customer Data to a PCI compliant third party, it may extend the Data Transfer Window for additional 30 day periods by paying the relevant storage fees determined in accordance with Exhibit A of this Agreement. "**Customer Data**" means any credit card, debit card or other personal user information of Customer or any Samsung Affiliates or any of their users, customers, and clients that is provided to Spreedly in connection with this Agreement.

12. Business Continuity.

- a. **Business Continuity Program.** Prior to the Effective Date, Spreedly shall establish and maintain during the Term: (i) a program for ongoing management and governance of the Services under this Agreement supported by its executive management and appropriately resourced to enable Spreedly to respond in the event of a disruption or disaster, including both technology recovery capability and business unit recovery capability, in such manner to allow critical business functions to continue within planned levels of disruption and to identify the impact of potential losses, maintain viable recovery strategies and plans, and ensure continuity of the Services through training, testing, maintenance and review and recovery objectives with respect to the Services under this Agreement (the "Business Continuity Program"); and (ii) a procedure for periodically testing the readiness and effectiveness of the Business Continuity Program. Prior to the Effective Date and annually thereafter, Spreedly shall provide Samsung with the opportunity to review and evaluate its Business Continuity Program and shall remedy any findings that Spreedly determines are reasonably likely to materially and adversely affect Samsung (if not addressed). Spreedly shall provide to Samsung annual reports of testing of its Business Continuity Program.
 - b. **Recovery.** In the event of a disaster or any other disruption event that prevents or impairs Spreedly from performing the Services contemplated hereunder, Spreedly will notify Samsung and immediately implement its Business Continuity Program to restore and continue providing the Services to meet the recovery objectives. Upon cessation of the disaster or disruption event, Spreedly will, as soon as reasonably practicable, provide Samsung with an incident report detailing the reason for the disaster or disruption and all actions taken by Spreedly to resolve the disaster or disruption.
 - c. **Spreedly Financial Health.** Spreedly will provide Samsung with notification if it is deemed that Spreedly operating capital falls below a six (6) month projection.
 - d. **Spreedly Quarterly Updates.** Spreedly will provide Samsung with regular updates, no less often than quarterly, regarding anticipated and potential changes to the Services, including details on all new or changed features and technical specifications when available, to ensure that Samsung is aware of all changes to the Services and that the parties have an opportunity to discuss such changes. Further, Spreedly will provide Samsung not less than six (6) months advance written notice of Spreedly's intent to materially change the Services such that Spreedly's ability to provide the Services as provided herein is negatively impacted. If Samsung has reasonable concerns with continuing to operate under this Agreement due to the impact of any such anticipated or potential change(s), the parties agree to use good faith efforts to resolve such issue within ten (10) business days of the date on which Samsung raised such concerns. If the Parties are unable to resolve the issue within such period, the Parties may escalate such matter for discussion by more senior executives designated by Samsung and Spreedly, as applicable, who are familiar with the Services being provided hereunder. Such senior executives shall attempt to resolve such matter during an additional ten (10) business day period (or such longer period of time as may be mutually agreed by such executives). If the issue is not resolved between such senior executives, Samsung may terminate this Agreement, subject to the provisions of Section 6, above.
13. **Security.** Without limiting the requirements of this Agreement, Spreedly agrees that all Customer Confidential Information (including Personal Information and Customer Data) will be secured from unauthorized access, use, disclosure, loss, theft and Processing using industry standard security practices and technologies. Without limiting the foregoing, Spreedly represents and warrants the following:
- a. Spreedly has in place, and will maintain during the Term, a comprehensive, written information security program designed to protect the information under its custody, management or control, including all Customer Confidential Information. Spreedly's information security program satisfies the requirements of all data security Laws applicable to Spreedly and includes the following safeguards: (i) secure business facilities, data centers, servers, back-up systems and computing equipment including, but not limited to, all mobile devices and other equipment with information storage capability; (ii) network, device application, database and platform security; (iii) secure transmission, storage and disposal; (iv) authentication and access controls within media, applications, operating systems and equipment; (v) encryption of Customer Confidential Information placed on any electronic notebook, portable hard drive or removable electronic media with information storage capability, such as compact discs, USB drives, flash drives, tapes; (vi) encryption of Personal Information in transit and at rest; (vii) Personal Information must not be Processed in test, development or non-production environments; and (viii) Personnel security and integrity including, but not limited to, background checks consistent with applicable law and the requirements of this Agreement. "**Personnel**" means a party's officers, directors, employees and authorized agents who contribute to the performance of such party's obligations under this Agreement.
 - b. Spreedly shall regularly, but in no event less than annually, evaluate, test and monitor the effectiveness of its information security program and shall promptly adjust and/or update such programs as reasonably warranted by the results of such evaluation, testing, and monitoring and/or in accordance with applicable data security Laws. Samsung reserves the right to independently review the effectiveness of Spreedly's security program.
 - c. All Spreedly Personnel with access to Customer Confidential Information are provided appropriate information security and privacy training to ensure their compliance with Spreedly's obligations and restrictions under this Agreement, with applicable Laws and with Spreedly's information security program.
 - d. In connection with the Services, Spreedly shall at all times comply with all applicable Laws of any applicable governmental authority in any applicable country or jurisdiction, as may be amended or otherwise revised from time to time, including all data privacy laws.
14. **Breaches of Security.**

- a. "**Breach of Security**" shall mean any loss, misuse, compromise, or unauthorized access to Personal Information or Confidential Information that Spreedly collects, generates, or obtains from or on behalf of Customer, or any other act or omission that compromises or undermines the physical, technical, or organizational safeguards put in place by Spreedly in processing such information, including compromise of Spreedly's information security program, or otherwise providing the Services under this Agreement.
 - b. If there is an actual or suspected Breach of Security involving Customer Confidential Information, Customer Personal Information and/or Customer Data that is stored, managed or received by, or transmitted to Spreedly, Spreedly will notify Customer within 24 hours of becoming aware of such occurrence and will provide such notice to Customer by contacting the primary Customer Contact set forth above.
 - c. In the event of an actual or suspected Breach of Security, Spreedly will cooperate with Samsung to mitigate any harm, will consult with Customer in good faith about remediation and mitigation plans, and will take all steps reasonably necessary to investigate and remediate the effects of such occurrence, ensure the protection of those data subjects that are affected or likely to be affected by such occurrence, prevent the re-occurrence, and comply with applicable Laws. Subject to Customer's approval of the content, form and delivery of notices, Spreedly will, at its own cost and on behalf of Customer, make all notifications, including to data subjects, regulatory authorities and credit reporting agencies, that are required by Law or any Card Association ("Covered Notification Related Costs"). Spreedly shall not inform any third party of any Breach of Security, except other affected Spreedly customers or as may be strictly required by applicable Law, without first obtaining Customer's prior written consent.
 - d. Spreedly shall provide reasonable cooperation to Customer to assist with any Samsung-initiated notification efforts in addition to that which may be required by Section 14(c), arising out of or in connection with a Breach of Security caused by Spreedly's acts or omissions and resulting in notifications to Customer's end users to include (i) assistance in preparation and transmission of notifications to individuals who are, or may be, affected by such Breach of Security, regardless of whether notice is required by applicable Law, regulation or payment card brand rule; (ii) assistance with establishment of a call center or other communications procedures in response to such Breach of Security (e.g., customer service FAQs, talking points and training); (iii) assistance with public relations and other similar crisis management services. If such Breach of Security was not due to Spreedly's acts or omissions, the parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate or advisable under the circumstances, including, without limitation, any applicable charges for the same.
15. **Insurance.** At all times during the Term, Spreedly shall maintain and keep in force, at its own expense and without limiting its indemnity obligations as set forth in this Agreement, the following minimum insurance coverages and limits in accordance with this Agreement in forms and with insurance companies qualified to do business in the jurisdictions where the Services are performed:
- (i) commercial general liability insurance, covering claims for bodily injury, death and property damage, including premises and operations, independent contractors, products, services and completed operations (as applicable to the Services), personal injury, contractual, and broad-form property damage liability coverages, with limits as follows: occurrence/aggregate limit of \$1,000,000 for bodily injury, death and property damage per occurrence and \$2,000,000 combined aggregate. Excess liability insurance may be used to satisfy the limit requirement in this paragraph 15(i). Such excess liability policy shall exceed the underlying policy without gaps in limits and provide coverage as broad as the underlying insurance coverage;
 - (ii) workers' compensation insurance, with statutory limits as required by the various laws applicable to the employees of Spreedly and any Spreedly subcontractor that provides or performs any of the Services;
 - (iii) employer's liability insurance, for employee bodily injuries and deaths, with a limit of \$100,000, for each accident. Excess liability insurance may be used to satisfy the limit requirement in this paragraph 15(iii). Such excess liability policy shall exceed the underlying policy without gaps in limits and provide coverage as broad as the underlying insurance coverage;
 - (iv) professional liability errors and omissions insurance, with a limit of \$5,000,000 per occurrence and in the aggregate; such insurance shall include coverage for claims and losses with respect to network and cyber risks (such as a Breach of Security, unauthorized access/use, ID theft, damage/loss/theft of data) and infringement and misappropriation of intellectual property rights; the retroactive coverage date shall be no later than the policy effective date. Spreedly will continue such insurance coverages for the Term and for a period of two years following the termination of the Agreement, as long as such coverage remains commercially available and financially viable in the market place; and
 - (v) employee dishonesty coverage for loss of money, securities and other tangible property belonging to Customer or its Affiliates resulting directly from a fraudulent or dishonest act of Spreedly employees while performing professional services for Customer in a minimum amount of not less than \$1,000,000 per occurrence and in the aggregate.
- Spreedly shall deliver certificates of insurance verifying such coverage, in a form acceptable to Customer, prior to commencement of the Services. Thereafter, Spreedly shall provide certificates of insurance verifying such coverage upon Customer's written request. Spreedly agrees to provide, in a form acceptable to Customer, renewals of such certificates of insurance upon receipt of such renewals. Receipt or acceptance by Customer of any certificate of insurance that does not satisfy the coverage criteria set forth in this Section 15, shall not operate as a waiver of Spreedly's obligations hereunder.

The required insurance shall be provided by insurance companies that have a minimum A.M. Best Rating of A-VII. Should any of the policies described herein be canceled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives. No such cancellation or any material modification shall affect Spreedly's obligation to maintain the insurance coverage required by this Agreement. Spreedly shall name Customer and its Affiliates as additional insureds on all policies described above, other than the workers' compensation and property insurance policies, pursuant to endorsements satisfactory to Customer that eliminate any exclusion of contractual liability with respect to this Agreement and exclude from any "insured-versus-insured" exclusion all claims by Customer or its Affiliates against Spreedly. All liability insurance policies described in paragraphs (i) through (vi) above shall be written on an "occurrence" policy form, except for errors and omissions coverage, which is on a claims made basis. Customer and its Affiliates shall be named as loss payees as their interests may appear on the property and crime insurance policies of Spreedly. Spreedly shall be responsible for payment of any and all deductibles, self-insured retentions, and self-insurance carried by Spreedly under its insurance program(s). The coverage afforded under any insurance policy obtained by Spreedly pursuant to this Agreement shall be primary with respect to Spreedly's acts or omissions. Spreedly shall not perform under this Agreement without the prerequisite insurance. If Spreedly fails to comply with any of the insurance requirements herein, upon written notice to Spreedly by Customer and a 30 day cure period, Customer shall have the right, but not the obligation, to provide or maintain any such insurance, and to deduct the cost thereof from any amounts due and payable to Spreedly under the Agreement, or, in the event there are no such amounts due and payable, Spreedly shall reimburse Customer for such costs on demand.

The parties do not intend to shift all risk of loss to insurance. The naming of Customer and its Affiliates as additional insureds is not intended to be a limitation of Spreedly's liability and shall in no event be deemed to, or serve to, limit Spreedly's liability to Customer to available insurance coverage or to the policy limits specified in this Section 15 nor to limit Customer's rights to exercise any and all remedies available to Customer under contract, at law or in equity.

16. **Representations and Warranties.** Each party represents and warrants to the other party that:
 - (a) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;
 - (b) it has the full corporate right, power and authority to enter into this Agreement;
 - (c) the execution of this Agreement, and the performance of its obligations and duties under this Agreement, do not and will not violate any other agreement to which it is bound;
 - (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party; and
 - (e) it is not subject to any pending litigation or governmental action (nor has it received written threats of the foregoing) that could interfere with its performance of this Agreement.

17. **Escrow.**
 - a. Within thirty (30) days after the Effective Date, the parties shall execute and implement a mutually-agreed, three-party source code escrow agreement (the "Escrow Agreement") with Iron Mountain Intellectual Property Management, Inc. or such other escrow agent as selected to be mutually agreed upon by Spreedly and Samsung (the "Escrow Agent"). The cost of maintaining the Escrow Materials (as defined below) for the benefit of Samsung shall be borne solely by Samsung.

 - b. Concurrently with the execution of the Escrow Agreement, Spreedly shall deposit with the Escrow Agent a copy of the then-current source code for the Services and all related technical information and documentation (collectively, the "Escrow Materials"). Thereafter, Spreedly shall supplement the Escrow Materials with updated Escrow Materials in accordance with the terms of the Escrow Agreement, however no less frequently than quarterly.

 - c. Samsung shall be entitled to obtain a copy of such Escrow Materials if: (i) (A) a receiver, trustee, or similar officer is appointed for the business or property of Spreedly; (B) Spreedly files a petition in bankruptcy, files a petition seeking any reorganization (without confirming in writing to Samsung that it will continue to maintain the Services in accordance with the terms of this Agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (C) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Spreedly and not stayed, enjoined, or discharged within 30 days; and (ii) within thirty (30) days following any of the events listed in clause (i) of this Section 17, if Spreedly or its successor is unable to provide the Services in accordance with this Agreement at substantially the same fees and Service Levels as provided herein (a "Release Event"). Upon release of any Escrow Materials following a Release Event in accordance with this Section 17 and the Escrow Agreement, Samsung agrees to protect the confidentiality of such Escrow Materials in accordance with Section 8.

 - d. Upon receipt of the Escrow Materials following a Release Event, Samsung shall have a nonexclusive, nontransferable, non-assignable (except as permitted herein), non-sublicensable license during the Term of the Agreement to view, copy, display, reproduce and use the Escrow Materials solely: (i) for the purposes provided in Section 2, above; (ii) to provide technical support and maintenance of the Services for and on behalf of Samsung, and (ii) to develop bug fixes, corrections and other modifications to the Services exclusively for and on behalf of Samsung, and which are necessary to retain the commercial viability of the Services (the "Escrow Materials License"). For avoidance of doubt, Samsung shall not rent, lease, lend, sell, sublicense, assign (except as permitted herein), distribute, publish, transfer or otherwise make available the Escrow Materials to any third-party except to Samsung's and Samsung's Affiliates' personnel (including subcontractors and service providers) and only to the extent that (x) disclosure to such personnel is necessary to perform Samsung's obligations or exercise Samsung's rights granted under the Escrow Materials License, and (y) all such personnel agree in writing to maintain the confidentiality of the Escrow Materials in accordance with terms at least as protective as required by this Agreement.

- e. All rights and licenses granted by Spreedly under this Agreement or the Escrow Agreement are and shall be deemed to be rights and licenses to "intellectual property," the Escrow Agreement is "supplementary" to this Agreement, and the subject matter of this Agreement and the Escrow Agreement is and shall be deemed to be "embodiment[s]" of "intellectual property", in each case, as such terms are used in and interpreted under Section 365(n) of the United States Bankruptcy Code.
- f. Spreedly will use commercially reasonable efforts to make technical resources available to Samsung, at Samsung's expense, in the event a new instance of the Services needs to be configured using the Escrow Materials as a result of a disaster or other disruption event as provided in Section 12(b), above.

18. Indemnification.

- a. Spreedly shall indemnify, defend and hold harmless Customer against any loss or damage that Customer may sustain or incur (including attorneys' fees and costs), in relation to any claim or action by a third party (including, without limitation, any regulatory or government authority) (each a "Claim"), arising out of or related to any of the following: (i) any claim that the Services performed under this Agreement, or the results thereof, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property right of any third party (collectively, "Third-Party IP Rights"); (ii) any grossly negligent act or omission or willful misconduct of Spreedly; (iii) any breach of this Agreement by the Spreedly, including any breach of Section 8 (Confidential Information), Section 11 (PCI-DSS), Section 13 (Security), Section 14 (Breach of Security) or Section 16 (Representations and Warranties) of this Agreement; (iv) Spreedly's violation of any applicable Laws, including any data privacy laws.
- b. Customer shall indemnify, defend and hold harmless Spreedly against any loss or damage that Spreedly may sustain or incur (including attorneys' fees and costs), in relation to any Claim arising out of or related to any of the following: (i) any grossly negligent act or omission or willful misconduct of Customer or any Samsung Affiliate; (ii) any breach of Section 8 (Confidential Information) of this Agreement; and/or (iii) Customer's or any Samsung Affiliate's violation of any applicable federal, state and local Laws, including any data privacy laws.
- c. Each party shall promptly notify the other party in writing of any Claim for which such party believes it is entitled to be indemnified pursuant to Section 18.a or 18.b. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Claim and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 18.c will not relieve the Indemnitor of its obligations under this Section 18 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not enter into any settlement that imposes any liability or obligation on the Indemnitee without the Indemnitee's prior written consent.
- d. If the Services are or in Spreedly's opinion are likely to be claimed to infringe, misappropriate or otherwise violate any third-Party IP Right, or if Samsung's use of the Services is enjoined or threatened to be enjoined, Spreedly may, at its option and sole cost and expense: (i) obtain the right for Samsung to continue to use the Services as contemplated by this Agreement; or (ii) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, in which case such modifications or replacements will constitute Services under this Agreement. If, despite good faith efforts, Spreedly is unable to remedy the issues in accordance with clauses (i) or (ii), Spreedly may terminate this Agreement upon written notice to Samsung. Upon any such termination, Spreedly shall refund to Samsung a prorated portion of any prepaid fees paid to Spreedly applicable to the period after the effective date of such termination.

19. Limitation of Liability

- a. SUBJECT TO SECTION 19(c) and 19(d), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. SUBJECT TO SECTION 19(c) and 19(d), UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR DIRECT DAMAGES EXCEED THE GREATER OF THE AMOUNT OF FEES PAID (AND, WITH RESPECT TO CUSTOMER'S LIABILITY, DUE AND PAYABLE) TO SPREEDLY BY CUSTOMER UNDER THIS AGREEMENT OR FIVE HUNDRED THOUSAND DOLLARS (\$500,000). FOR THE AVOIDANCE OF DOUBT, COVERED NOTIFICATION RELATED COSTS IN CONNECTION WITH A BREACH OF SECURITY CAUSED BY SPREEDLY'S BREACH OF ITS SECURITY OBLIGATIONS SET FORTH IN THIS AGREEMENT SHALL BE CONSIDERED DIRECT DAMAGES AND NEITHER PARTY WILL ASSERT THAT THEY ARE INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- c. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTIONS 19(a) AND 19(b) DO NOT APPLY TO: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, (B) A PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS SPECIFIED IN SECTION 8, (C) A BREACH OF SECURITY CAUSED BY SPREEDLY'S BREACH OF ITS SECURITY OBLIGATIONS UNDER THIS AGREEMENT, AND/OR (D) THE FRAUDULENT, CRIMINAL OR GROSSLY NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF A PARTY.
- d. IN THE EVENT OF A BREACH OF SECURITY EXPERIENCED BY SPREEDLY DESPITE SPREEDLY'S COMPLIANCE WITH ITS SECURITY OBLIGATIONS UNDER THIS AGREEMENT, SPREEDLY'S LIABILITY TO CUSTOMER SHALL NOT EXCEED ONE AND ONE-HALF MILLION DOLLARS (\$1,500,000) IN DIRECT DAMAGES; PROVIDED, HOWEVER, THAT

SPREEDLY SHALL NOT BE LIABLE TO SAMSUNG FOR ANY DAMAGES ARISING IN CONNECTION WITH A BREACH OF SECURITY TO THE EXTENT THAT SUCH BREACH OF SECURITY ARISES IN CONNECTION WITH AND/OR RESULTS FROM ANY ACT OR OMISSION OF SAMSUNG. FOR THE AVOIDANCE OF DOUBT, COVERED NOTIFICATION RELATED COSTS IN CONNECTION WITH A BREACH OF SECURITY CAUSED BY SPREEDLY'S BREACH OF ITS SECURITY OBLIGATIONS SET FORTH IN THIS AGREEMENT SHALL BE CONSIDERED DIRECT DAMAGES AND NEITHER PARTY WILL ASSERT THAT THEY ARE INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

20. **Assignment.** The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors and permitted assigns. Neither party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other party; provided, however, that either party may assign this Agreement in its entirety, without the other party's consent, to an entity that acquires all or substantially all of the business or assets of the assigning party relating to the subject matter of this Agreement, whether by merger, reorganization, acquisition, sale or otherwise. Further, unless prohibited by applicable law (including without limitation any non-disclosure provision imposed upon Spredly by contract), Spredly shall notify Customer in writing within seven (7) business days' of its receipt of a bona fide, written offer from a third party to purchase a majority interest in Spredly.
21. **Notices.** Any notices required to be delivered in writing hereunder shall be sent to the party's address set forth in Part A 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.
22. **Force Majeure.** Neither party will be liable for failure or delay in performance due to causes beyond its reasonable control, including without limitation acts of God, terrorism, war, riots, fire, earthquake, flood or failure of internet or communications infrastructure. Notwithstanding the foregoing, if any force majeure event lasts more than thirty (30) days, Customer will have the right to terminate the Agreement.
23. **Survival.** Sections 6 (Effect of Termination), 8 (Confidential Information), 18 (Indemnification), 19 (Limitation of Liability), 23 (Survival) and 24 (Miscellaneous) will survive expiration or termination of this Agreement.
24. **Miscellaneous.** 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 venue for any actions or claims arising under or related to this Agreement shall be in the state and Federal courts located in Delaware. In the event of any controversy or claim arising out of or in connection with any provision of this Agreement or the breach thereof, such controversy or claim shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration shall be held in New York, New York, and shall be conducted in the English language. Notwithstanding anything above, such arbitration proceedings shall in no way impair or limit the right of either party to seek injunctive relief without recourse to arbitration, or to otherwise pursue immediate relief needed to prevent the breach of this Agreement. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. The arbitration award shall be final and binding on the parties. Each party irrevocably waives 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. The parties are independent contractors and this Agreement does not create an agency, partnership, joint venture, employee/employer or other similar relationship between them. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the last date of signature below:

Spredly, Inc.

DocuSigned by:

By:
Name:
Title:
Date:

Justin Benson

50351706104472...

CEO

June 14, 2018 | 10:25 AM PDT

DocuSigned by:
Samsung Electronics America, Inc.

mm am ps

1B71091AAB62442...

By:
Name:
Title:
Date:

Juttan Na

VP&COO

June 14, 2018 | 9:46 AM PDT

SEA
W/L
LEGAL

EXHIBIT A**PRICING**

Customer shall pay Spreedly the following fees, commencing on the Effective Date of the Agreement and annually thereafter during the Term (the "**Annual Fee**") in accordance with the Pricing Table below, which shall entitle Customer to the following:

Pricing Table	Amount
Base Annual Platform Fee	\$100,000
- Includes all terms and conditions in this Agreement.	-
- Unlimited number of Supported Endpoints.	-
Annual API Usage Fee	\$50,000
- Includes Enterprise Minimum Annual API Usage Commitment (# API calls)	20,000,000
Annual Fee (total)	\$150,000

If Customer exceeds the Minimum Annual API Usage Commitment in accordance with the Pricing Table above, Customer shall pay Spreedly an additional API usage fee ("Excess API Usage Fee") of \$0.0025 per API call for all calls made in excess of the Minimum Annual API Usage Commitment. Excess API Usage Fees will be calculated as the total number of authenticated API calls by Customer to the Spreedly API in excess of 20,000,000, multiplied by the API Usage Fee. Spreedly will invoice Customer for API Usage Fees accrued as of the close of each calendar month during the Term until a new 12-month period begins at the next anniversary date.

As used herein, a "Supported Endpoint" shall mean an Endpoint supported by Spreedly via the Services, as set forth at: <https://www.spreedly.com/gateways>. The Parties acknowledge and agree that Stripe, Inc. ("Stripe") is a Supported Endpoint.

During the course of this Agreement, Customer may opt to upgrade to the fee structure in accordance with the Upgrade Pricing Option Table, below. If Customer opts to upgrade, such upgrade shall only become effective upon documentation in writing via an amendment to this Agreement, signed by both parties. If Customer opts to upgrade, Samsung agrees to pay the difference between the upgraded Total Annual Fee and any credit owed for the remaining period until the next anniversary date.

Upgrade Pricing Option Table	Amount
Base Annual Platform Fee	\$150,000
- Includes all terms and conditions in this Agreement.	-
- Unlimited number of Supported Endpoints.	-
Annual API Usage Fee	\$33,000
- Includes Enterprise Minimum Annual API Usage Commitment (# API calls) at \$0.001/API call	33,000,000
Annual Fee (total)	\$183,000

Customer may opt to purchase additional "blocks" of API usage of 10,000,000 API calls at the API Usage Fee rate that corresponds to their current Enterprise Platform level.

Should Spreedly decide to increase the Base Annual Fee or Annual Usage Fee upon renewal of the Initial Term or any Renewal Term, any such increase will be capped at five percent (5%).

If Customer desires to enable an Endpoint via the Service that is not a Supported Endpoint, Customer may notify Spreedly and, provided such Endpoint also desires to be enabled via the Service, Spreedly will enable such Endpoint via the Service within ninety (90) days of its receipt of Customer's notice. Customer shall pay a one-time fee of \$7,500 (the "Enablement Fee") for each such Endpoint enablement. The Enablement Fee shall be payable within thirty (30) days of Customer's receipt of an invoice from Spreedly, which may be sent upon completion of the enablement of the applicable Endpoint.

Customer will pay the Annual Fee for the first year of the Initial Term in full within 15 days of its receipt of an invoice from Spreedly, not to be delivered sooner than the Effective Date. Each subsequent Annual Fee shall be invoiced 30 days prior to the anniversary of the Effective Date ("**Annual Renewal Date**") and shall be due and payable prior to the Annual Renewal Date. All invoices shall be sent electronically to spi.ap@samsungpay.com citing the Agreement. At Customer's request, Customer may review Spreedly's relevant billing records for the purpose of assessing the accuracy of Spreedly's invoices to Customer. Customer and Spreedly agree they will negotiate in good faith and attempt to resolve any such bona fide billing dispute within thirty (30) days, provided that such period will be extended for the period necessary for the proper resolution of such dispute.

All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Customer is compelled to make any such deduction, it will pay Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction. If a bona fide dispute is made, Spreedly shall act reasonably to provide necessary documents to address Customer's dispute.

Customer may elect to pay all amounts due under this Agreement either by:

- (a) by wire transfer to the following account:

Receiver: Silicon Valley Bank
ABA/Routing #: 121140399
Beneficiary: 3301451580
Spreedly, Inc.
733 Foster Street, Suite 100
Durham, NC 27701
USA

- (b) by check delivered to the address specified in the relevant invoice.

Payment shall be considered to have been made upon the date Customer's check is mailed or payment is transmitted via electronic medium.

EXHIBIT B**SUPPORT; SERVICE LEVEL AGREEMENT****1. Service Levels.****a. Availability and Response:**

- i. "Spreedly's Transaction Processing Service" means hardware and software owned by or licensed to Spreedly that are used by Spreedly to provide the Services to Customer hereunder.
- ii. Availability. The Spreedly Transaction Processing Service will be available and responsive for 99.95% of requests made by Customer over a single calendar month calculated on a twenty-four (24) hours per day, seven (7) day a week basis, excluding downtime for Planned Outages ("Uptime Commitment").
- iii. Response Rate. The Spreedly Transaction Processing Service will respond in four (4) seconds or less for 99.95% of all requests over a single calendar month, excluding downtime for Planned Outages ("Response Rate Commitment"). Customer and Spreedly will work together to establish a network topology or peering points necessary to achieve this benchmark.

b. Remediation Plan.

- i. If there is a failure by Spreedly to meet the Uptime Commitment and Response Rate Commitment ("Service Levels"), Customer may request a meeting with Spreedly to discuss such performance failures. Upon two or more failures by Spreedly to meet the Service Levels above, Customer may require Spreedly to produce a remediation plan that describes the failures and Spreedly's proposed efforts to remedy the performance failures (a "Remediation Plan").
- ii. Customer shall approve any Remediation Plan proposed by Spreedly, which approval shall not be unreasonably withheld. In the event Customer reasonably believes a proposed Remediation Plan is not effective and withholds approval and Spreedly continues to experience Service Level failures while the Parties agree upon a Remediation Plan, or in the event that a Remediation Plan is put in place but does not resolve the underlying performance failures, Customer may terminate this Agreement.

c. Service Commitment Remedy.

- i. Notwithstanding the foregoing regarding Remediation Plans, at any time Spreedly fails to meet either the Uptime Commitment or the Response Rate Commitment in any given month, Customer will be entitled to receive a twenty-five percent (25%) credit against the fees payable by Customer to Spreedly for said month.

d. Timing, Notice and Limitation Regarding Planned Outages.

- i. Spreedly will schedule all planned outages during non-peak hours as mutually agreed upon by the parties and will use commercially reasonable efforts to manage Planned Outages in a manner so as to minimize any material disruption to the Services provided to Customer. Planned outages will not exceed two (2) hours during each calendar month.
- ii. Spreedly will give Customer at least thirty (30) days' prior written notice of any planned outages.
- iii. Spreedly will notify Customer as soon as reasonably practicable (but in no event greater than two hours) after it becomes aware of any other disruption or likely disruption to the operation of the Spreedly platform, including notification of third party system downtime, scheduled or unscheduled, of which it becomes aware.

e. Technical Contacts.

- i. The parties will identify technical representatives, who will arrange coordination and cooperation between their respective service and support organizations so that the parties may mutually diagnose and cure any interaction or Spreedly API issues that affect the performance or accuracy of the Service, as further provided in this **Exhibit B**.

2. Support and Priority Levels.

Spreedly will make the support and maintenance services described in this Exhibit B available to Customer and its Affiliates twenty-four (24) hours per day, seven (7) days a week throughout the Term. Spreedly Help Desk Contact Details:

Spreedly Success Team: success@spreedly.com
 After-hours Phone: 984-444-8633
 After-hours Email: redalert@spreedly.com

Priority Level	Description	Response Time	Communication w/ Customer
P1	Critical	1 hour	Every 4 hours
P2	High	4 hours	Daily
P3	Standard	8 hours	Every 3 days
P4	Scheduled or Low	3 days	Weekly
P5	Project	2 days	Bi-monthly

Priority Definitions

Calls that are made to Spreedly are prioritized based on the nature and severity of the call.

Priority 1: A problem or issue impacting a significant group of Users or any mission critical issue affecting a single User.

Priority 2: Non critical but significant issue affecting a single User or an issue that is degrading the performance and reliability of the Spreedly Services; however, the services are still operational. Support issues that could escalate to Critical if not addressed quickly.

Priority 3: Routine support requests that impact a single User or non-critical software or hardware issue.

Priority 4: A minor service issue or general inquiry.

Priority 5: A long term project or service request with no specific expectations on response time. Priority 5 issues will be resolved based on scope, timeline, and other competing Priority 5 calls.

Exhibit C

Scope of Service

PHASE 1

1.A. SCOPE OF SERVICE

1. Payment Payload Requirements
 - a. Regular credit card PAN which will be vaulted before forwarding.
2. Data Storage Requirements
 - a. Support for storing # of PANs
 - b. Support for storing tokens coming from SPay
 - c. Support for storing SPay online payment payload for forwarding
3. Data Migration Requirements
 - a. Importing all PANs stored in Stripe vault in batch
 - b. Expose double vaulting API so that new PANs can be copied from Spreedly vault to Stripe vault and other global vaults
4. Data Forwarding Requirements
 - a. Supporting any kind of merchant payment API endpoints that complies with current merchant API endpoint receiver standards.
 - b. Support for forwarding to Payment Gateways (PGs)
5. Merchants / PG Requirements
 - a. Any merchant payment API endpoint that complies with current merchant API endpoint receiver standards needs to be supported
 - b. Chase, Braintree and other PGs that are needed by merchants for global support in case direct PG forwarding is used
6. Additional Global Requirements
 - a. Support for PG forwarding

1.B. API AND INTERFACE REQUIREMENTS

1. Manual batch importing from Stripe and other PGs
2. Double vaulting to Stripe and other PGs
3. Vault plain text PAN from browser
4. CVV verification while adding a new card
5. CVV verification for an existing card
6. Forward to any merchant payment endpoint with a vaulted PAN
7. Vault encrypted PAN through server API.
8. Forward PAN to any supported merchant payment API.

Vault Token through server API.

1.C. SCHEDULE

The Parties agree that, initially, and by August 30, 2018, the Services will support:

- a. Manual batch importing from Stripe
- b. Vault plain text PAN directly from browser
- c. Double vaulting to Stripe and other PGs
- d. Forward to any merchant payment endpoint with a vaulted PAN
- e. CVV verification for existing cards

PHASE 2

2.A. SCOPE OF SERVICE

1. Payment Payload Requirement - Token PAN that reuse CVV field for cryptogram (DTVV for Visa).
 - a. This is a Samsung "MVP" requirement.
 - b. This is not a current capability of the Spreedly Services.
 - c. Upon receipt of required technical documentation from Samsung, and within a mutually agreeable, commercially reasonable time period, Spreedly will provide to Samsung a written Statement of Work (SOW) that will specify scope, cost, and timeline of developing this capability, with the intent to deliver such capability by "MVP" launch target, August 30, 2018, subject to the Parties' execution of the applicable SOW reflecting mutually agreed terms.
2. Payment Payload Requirement - SPay Token tokens which may be vaulted before forwarding.

- a. This is a Samsung "MVP" requirement.
- b. This is not a current capability of the Spreedly Services.
- c. Upon receipt of required technical documentation from Samsung, and within a mutually agreeable, commercially reasonable time period, Spreedly will provide to Samsung a written Statement of Work (SOW) that will specify scope, cost, and timeline of developing this capability, with the intent to deliver such capability by "MVP" launch target, August 30, 2018, subject to the Parties' execution of the applicable SOW reflecting mutually agreed terms.

2.B. SCHEDULE

The Parties agree that Spreedly intends to deliver the services below, in accordance with Sections 2.A.1 and 2.A.2, above, subject to future SOWs:

- 1. Token PAN that reuse CVV field for cryptogram (DTVV for Visa).
- 2. SPay Token tokens which may be vaulted before forwarding.

Exhibit D**Statement of Understanding of Technical Requirements**

Spreedly and Samsung agree that the configurations described in Paragraphs A, B, and C below represent a mutual understanding of how Endpoint requests are constructed as of the Effective Date of this Agreement. Furthermore, Spreedly and Samsung agree that the precise operation of the Spreedly Services may evolve over the Term of this Agreement for the purpose of normal feature and service enhancements, subject to the following: any such evolution shall be in a manner that is backward compatible, meaning that the Services will continue to work as provided herein without the need for any modifications on Customer's part.

A. Specification Configuration

Specification parameters define how the endpoint request should be constructed. This specification is posted to the Forward API to perform the specification transforms and endpoint request – other parameters such as transaction id, GUID, payment nonce etc. might be passed in as well.

Parameter	Optional Description
url	N The endpoint for the Forward API to call.
method	N HTTP method to send the request as (post, get, put).
headers	Y Mapping of key / value pairs for specifying header names and values. Should be able to specify variables.
Query	<p>N key/val query parameters to set. Needs to account for array type parameters as well.</p> <p>Recommended that it be base-64 encoded to avoid any encoding issues during transmission of the config.</p> <p>The Forward API would decode the body to perform variable substitution.</p>
body	<p>N POST body to set.</p> <p>Recommended that it be base-64 encoded to avoid any encoding issues during transmission of the config.</p> <p>The Forward API would decode the body to perform variable substitution.</p>
customVariables	N Allows the definition of custom variables. A value may have an array of values.
debug	N Flag to instruct the Forward API to return the actual transformed specification instead of making the endpoint callout
debugShowSensitive	N Flag to show the actual substituted data for sensitive variables (such as card PAN)

B. Variables

Any parameter (key / value pairs even) can be defined with variables instead of a constant value.

Variable	Description
cardType	The type of the payment such as "Visa", "Mastercard"
cardholderName	Name on the card
expMonth	Expiration month
expYear	Expiration Year

cvv	CVV
cardNumber	card number
Payment type	Token or COF
Cryptogram	Token cryptogram (not needed in case of DTVV)
company	Company name
streetAddress	Street address
extendedAddress	Address 2nd line
locality	City / locality
postalCode	Postal code
region	Region / state
countryCodeAlpha2	ISO 3166-1 alpha-2 country code

C. Functions / Helpers

Functions perform transformations on constants or variables after the variable has been substituted.

Function	Description
base64	Applies base64 encoding to the data.
hex	Converts data to hex.
formatExpirationMonth	Formats the expiration date.
formatExpirationYear	Formats the expiration year.
md5	Applies an MD5 function against the data.
substr	Applies a substr function against the data
formatCountryCode	Formats a two letter country code to an alternative specification such as a three letter code.
rsa-pcks1	RSA encryption with pcks1 padding.
rsa-public-key	Takes in a PEM certificate and converts to raw bytes for use with the rsa-pcks1 function.