

STATEMENT OF WORK #4

Premium Support

This Statement of Work ("SOW"), dated as of June 1, 2022 (the "**SOW Effective Date**"), is entered into by and between Warner Media, LLC ("**WarnerMedia**") and Spreedly, Inc. ("**Spreedly**") pursuant to the Master Services Agreement by and between WarnerMedia and Spreedly with an effective date of March 15, 2021 (the "**Agreement**"). This SOW is incorporated by reference and subject to and governed by the terms and conditions set forth in the Agreement. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement, including the exhibits thereto, or Order Form #1. WarnerMedia and Customer Affiliates are referred to collectively herein as "**Customer**." In the event of a conflict between the terms and conditions of the Agreement and this SOW, the terms of this SOW shall govern and control. Any work commenced prior to the SOW Effective Date pertaining to the Professional Services and Deliverables herein shall be subject to and governed by the terms and conditions of this SOW and the Agreement.

1. Description of Services and Deliverables:

Spreedly will provide to Customer the following Services and Deliverables and the personnel ("**Spreedly Resources**") to provide such Services and Deliverables. The delivery of such Services and Deliverables pursuant to and in accordance with the time schedule set forth herein are an essential condition for the fulfillment of the Agreement and this SOW.

- **Spreedly Team**

Spreedly shall provide the following resources to perform the Services and create the Deliverables

- One (1) dedicated technical account manager to support the WarnerMedia account
- One Support engineer trained on Customer's use cases and payments flows to aid in Support responses and resolution, as needed.
- Engineering resources familiar with Customer's use cases and payments flows to aid in any payment method Migrations, as needed

- **Launch Event Support**

- Spreedly shall provide Support for up to five (5) Customer Launch Events per Contract Year (defined below), which will include the following at Customer's request:
 - One (1) test payment method Migration per Launch Event. Prior to a Launch Event, Spreedly will work with Customer to facilitate a test Migration, in which test data will be used to simulate the file structure and Migration process to ensure an issue free production Migration; and
 - Two (2) main payment method Migrations into the Spreedly Service for each Launch Event with supported payment methods.
 - Migrations shall be completed by Spreedly during the hours of 8 am through 6 pm US Eastern Time, Monday-Friday (not including the following US holidays – New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Day), and completion time will be determined by the number of records to be migrated.
 - Migrations must be requested by Customer no less than 5 Business Days in advance of each Migration by logging a Support ticket via www.support.spreedly.com.
 - Spreedly shall provide a 24-Business Hour turnaround time SLA per import file. "**24-Business Hour**" means Monday through Friday, 9 am – 6 pm US Eastern Time. The 24-Business Hour SLA will be measured from the time Spreedly receives a workable, valid, and properly formatted file from Customer until Spreedly delivers results files to WarnerMedia. Migrations will not begin until all Customer obligations are met, as set forth in **Section 2** below. 24-Business Hour turnaround may not be able to be met when:
 - The number of payment methods in the Migration exceed 1,000,000 in a single file, and
 - Delays are due solely to Customer or Customer's Authorized Users.
 - Spreedly shall return to Customer one (1) results file per imported file as described in the applicable Documentation at <https://docs.spreedly.com/guides/migrating/one-time/>;
 - One (1) "delta" payment method Migration, as needed, which includes a check performed by Spreedly after a Migration to capture any data that might have changed during the course of the first Migration (i.e., to capture the "delta" between the first set of data and the current one);
 - A "**Launch Event**" means any time period or event identified by the Customer team as requiring the enhanced Support described above. These Launch Events, include, but are not limited to, major media premieres, sport events, regional application releases, or any other major changes or events that may require additional support; and
 - A "**Migration**" is a routine secure transfer of payment method tokens, credit card data, and associated data required for ongoing subscription processing from another payment service provider into Spreedly's service in the manner described in the Documentation at <https://docs.spreedly.com/guides/migrating/one-time/>.
- Spreedly Launch Event Support team, which will provide support including, but not limited to:
 - Coordination with Customer team during Launch Event;

- Slack based Launch Event war-room for real-time communication;
 - Spreadly Support engineering eyes on glass and real-time monitoring throughout Launch Event, during the following Support hours.
 - Support engineering is currently available 3 am – 9 pm US Eastern Time, Monday through Friday (“**Engineering Support Hours**”), and is scheduled to expand to 24/7, 365 days coverage no later than August 31, 2022 (“**Expanded Coverage**”). Spreadly will notify Customer when the Expanded Coverage is available to any customer of Spreadly. Spreadly shall be responsible for providing the Expanded Coverage when it is offered to any customer of Spreadly; and
 - Additional Launch Events will be invoiced in accordance with **Section 4** below.
- Enhanced Premium Support (in addition to Support provided under **Exhibit D** of the Agreement) including:
 - Technical Support, which includes the following:
 - Diagnosis of Errors with the Services;
 - Resolution of verifiable reported errors in the Service so that it performs materially as described; in the Documentation and in accordance with the Agreement, including the SLA;
 - Expedited response times (under **Exhibit D** of the Agreement) during normal Support hours, which are Monday through Friday from 8:30 am to 8:30 pm US Eastern Time (“**Normal Support Hours**”), including triggering Spreadly’s incident response process on behalf of Customer if a Severity Level 1 ticket requires it; and
 - Expedited resolution times during Normal Support Hours set forth (under **Exhibit D** of the Agreement).
 - 24/7 Online Ticket Submission
 - 18 hour/ per day on Business Days email responses by Spreadly during Engineering Support Hours set forth above, expanding to 24/7, 365 days starting August 31, 2022.
 - Dedicated shared Slack channel for real-time communications
 - Access to the following Spreadly developer tools:
 - Dashboard & Reporting Portal
 - Help Center / Knowledge Base
- Red Alert Escalation
 - Customer will have the ability to directly trigger Spreadly’s Red Alert system for Severity Level 1 and Severity Level 2 Errors (without having to engage Support) via email or phone.
 - Engage on incidents as follows: redalert@spreadly.com or (984) 444-8633
 - Incident response process is to be used for any unplanned disruption or degradation of Spreadly’s Service that is actively affecting Customer’s ability to use the Service. This **excludes** issues impacting an individual gateway (such as gateway outage) which is not directly in Spreadly’s control.
 - Spreadly reserves the right to reclassify the incident and priority level at any time if we reasonably believe the classification is incorrect.
- Additional Migrations invoiced following fee structure outlined in **Section 4** below.

2. **Customer Obligations:** In support of the Services that shall be provided by Spreadly hereunder, Customer shall fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

- Submit its inquiries to Spreadly via our [Support Portal](#) or by emailing support@spreadly.com;
- Provide the relevant information to Spreadly personnel to enable research and triage of questions or issues including but not limited to transaction or payment method tokens, descriptions of behavior and steps to reproduce;
- Make appropriate personnel reasonably available for joint sessions with Spreadly. Such dates and time of such joint sessions shall be mutually agreed upon by the Parties;
- Notify Spreadly of Launch Events and Migrations at least a week in advance. Each Migration request requires:
 - Environment token(s) for the locations between the Migration;
 - Date and time of expected file delivery;
 - Date and time of requested migration completion
 - Delivery of Migration files is outlined in **Section 1** of this SOW;
 - Identifier to be used as external_id for mapping;
 - Notification when the files are delivered to Spreadly
 - Files follow the data format as described in Spreadly’s documentation at <https://docs.spreadly.com/guides/migrating/one-time/#data-format> unless otherwise agreed by the parties in advance;
 - Number of payment methods expected to be in the files;
 - Name of files to be migrated; and
 - Types of payment methods included (e.g., credit cards, paypal);
- Provide reasonable access to required systems for the Spreadly team, as needed, provided that Spreadly complies with the terms of the Data Security Addendum attached to the Agreement as **Exhibit E**;
- Access to WarnerMedia subject matter experts in payments products, features, and current payments processing activities;
- Dedicated primary point of contact;
- Facilitation of communication with WarnerMedia third party partners, development firms, payments processor;

- Installation of any software within Customer's infrastructure;
 - Any deployment of applications, code, API integrations, or embedded technologies; and
 - Data loading, performance testing, and end to end QA of Customer applications and payment systems
3. **Duration of Statement of Work:** The initial term of this SOW shall commence on the SOW Effective Date and shall continue until March 15, 2023, thereafter this SOW will automatically renew under these same terms and conditions for successive one-year periods, unless WarnerMedia provides notice to Spreadly of its intent not to renew this SOW. For clarity, WarnerMedia may elect to not renew this SOW, notwithstanding any renewal of Order Form #1.
4. **Fees and Payment Terms:** As consideration for the performance of the Services under this SOW, Customer shall pay to Spreadly an annual fee of \$70,000 for each Contract Year ("**Annual Fee**") invoiced upon execution of this SOW by both Parties and thereafter on each anniversary of the SOW Effective Date. Notwithstanding the foregoing, Customer shall have no obligation to pay this Annual Fee if it has provided its notice of intent not to renew this SOW, even if Customer has received an invoice for that Annual Fee. WarnerMedia may request additional Launch Events (above the five (5) included in the Annual Fee) for a flat fee of \$3000.00 USD for each Launch Event, regardless of the volume of data to be migrated, and Spreadly shall provide such Launch Events. Migrations that deviate from the import standards specified at <https://docs.spreadly.com/guides/migrating/one-time/> or the applicable Documentation are excluded from this SOW and will require a Change Order signed by both parties that will include any agreed upon additional fees. Spreadly will prorate the Annual Fee during the initial Contract Year based on the actual number of months beginning on the SOW Effective Date. Customer shall pay all invoices hereunder in accordance with **Section 4.1 (Payment)** of the Agreement. "**Contract Year**" means the initial period commencing on the SOW Effective Date until March 15, 2023, and each 12-month period thereafter during the SOW Term.

All invoices shall be sent to turner_invoice@onlinecapturecenter.com or mailed to:

Warner Media, LLC.
P.O. Box 5520
Portland, OR 97228-5520

All invoices shall include the following contact name: Eric Fishman

Customer may change this invoice information upon written notice (e-mail acceptable) to Spreadly.

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

- (a) ACH payment or wire transfer to the following account:

Receiver: Silicon Valley Bank
ABA/Routing #: 121140399
SWIFT Code: SVBKUS6S
Beneficiary: 3301451580
Spreadly, Inc.
300 Morris Street, Suite 400
Durham, NC 27701
USA

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

The Parties may execute this SOW in counterparts, each of which shall constitute an original for all purposes, including any copies of same, and all duplicate counterparts will be construed together and constitute one instrument. The Parties will be bound by signatures made by hand, or by signatures made by electronic means on the signature line of this Agreement. The Parties agree that such signatures are binding and may be transmitted by mail, hand delivery, facsimile, email and/or any other electronic method to the other Party or, if applicable, counsel of record for the Party, and will have the same binding effect as any original ink signature.

Authorized representatives of the Parties have executed this SOW to be effective as of the SOW Effective Date.


SPREEDLY, INC.

By:  Justin Benson (Jun 24, 2022 19:48 EDT)

Name: Justin Benson

Title: CEO

Warner Media, LLC

By:  Mary Oehrlein (Jun 25, 2022 10:54 PDT)

Name: Mary Oehrlein

Title: VP, Global Sourcing & Partnerships

APPROVED

By WarnerMedia Legal at 6:57 pm, Jun 24, 2022

