

CHANGE ORDER #1

Statement of Work #2 – After Hours Migration Support

This Change Order to Statement of Work #2 ("Change Order"), dated as of October 24, 2021 ("Change Order Effective Date") is entered into in by and between Warner Media, LLC ("WarnerMedia" or "Customer") and Spreadly Inc. ("Spreadly") pursuant to the Master Services Agreement by and between WarnerMedia and Spreadly with an Effective Date of March 15, 2021 (the "Agreement"). This Change Order amends Statement of Work #2 with an SOW Effective Date of October 23, 2021 (the "SOW") and is incorporated therein 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 or SOW. 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 or the SOW and this Change Order, the terms of this Change Order shall govern and control. Any work commenced prior to the Change Order Effective Date pertaining to the Professional Services and Deliverables herein shall be subject to and governed by the terms and conditions of this Change Order, the SOW and the Agreement.

In consideration of the premises and the promises, representations, covenants, and agreements herein contained, WarnerMedia and Spreadly, intending to be legally bound, hereby agree as follows:

1. **Description of Additional Services and Work Product:**

In addition to the Services and Work Product in the SOW, Spreadly will also:

"Perform an update to all imported Migration Data in three (3) batches that corrects network transaction identifiers in the Migration Data imported from Zuora. In order to accomplish the update, Spreadly will perform new development work to allow Spreadly to support new CSV files and the update of payment methods."

2. **Additional Deliverables & Key Milestones:**

In addition to the Deliverables and Milestones in the SOW, Spreadly will also:

- Create a custom process to read import result files for the Migration Data and map network transaction identifiers to "original_network_transaction_id" and "network_transaction_id" and update value to original transaction id provided on new CSV files the ("**Update Process**").
- Build error log output file for any errors in the Update Process
- Perform unit testing and peer review on the Update Process
- Execute the Update Process one time for all Migration Data
- Use its engineers to perform QA testing for the Update Process, vault multiple payment methods, and create meta-data in a test Spreadly environment
- Ensure QA results are peer reviewed and validated by Spreadly professional services engineers
- Coordinate file specifications with WarnerMedia
- Manage communication with and provide migration requirements to Spreadly's development team
- Manage communication between WarnerMedia and Spreadly's project team

3. **Timeline:** The additional Professional Services are anticipated to add one (1) hour to the SOW for a total of forty-nine (49) hours to complete the SOW.


4. **Fees and Payment Terms:** The fees for the Professional Services provided pursuant to this Change Order are \$200. The new Project Not-to-Exceed amount shall be \$9,800.00¹.

The Parties may execute this Change Order 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.


¹ For clarity the Project Not-to-Exceed amount under the SOW was originally erroneously stated as \$3,200.00; however, it should have been \$9,600.00.

Authorized representatives of the parties hereby agreed to and accept the terms of this Change Order effective as of the Change Order Effective Date.

SPREEDLY, INC.

By: 
Justin Benson (Jan 31, 2022 15:32 EST)
Name: Justin Benson
Title: CEO

WARNER MEDIA, LLC

By: 
Mary Oehrlein (Jan 31, 2022 12:40 PST)
Name: Mary Oehrlein
Title: VP, Global Sourcing & Partnerships

APPROVED
By WarnerMedia Legal at 1:05 pm, Jan 31, 2022








Spreadly Inc. - Change Order #1 to SOW #2 (FINAL VERSION 1.31.22).PDF

Final Audit Report

2022-01-31

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