

DATED 28 April 2022

SKY UK LIMITED

AND

SPREEDLY, INC.

AMENDMENT TO SPECIAL TERMS AND CONDITIONS DATED 15 OCTOBER 2019



THIS AMENDMENT AGREEMENT ("AMENDMENT") is made on 28 April 2022

BETWEEN:

- (i) **SKY UK LIMITED** (company number 2906991) whose registered office is at Grant Way, Isleworth, Middlesex, TW7 5QD ("**Sky**"); and
- (ii) **SPREEDLY, INC.** whose registered office is at 300 Moris Street, Suite 400 Durham, NC 27701 ("**Supplier**"),

(each "**Party**" and together the "**Parties**").

WHEREAS:

- (A) Sky and Supplier agreed to Special Terms and Conditions dated 15 October 2019 ("**Special Terms**") which incorporated, subject to variations in the Special Terms, Sky's Standard Terms and Conditions for the Purchase of Software as a Service ("**Terms and Conditions**"). The Special Terms and Conditions, together with the Terms and Conditions constitute the "**Agreement**"; and
- (B) The Initial Term of the Agreement is due to expire on 14 October 2021. Accordingly, Sky wishes to exercise its option to extend the term of the Agreement for a further 12 months from 14 October 2021.
- (C) Sky and Supplier wish to amend the Agreement as set out in section 2 below with effect from 14 October 2021 ("**Amendment Effective Date**").

IT IS AGREED:

- 1. In accordance with clause 9.2 of the Terms and Conditions, Sky hereby exercises its option to extend the term of the Agreement for an Extended Term of 12 months with effect from the Amendment Effective Date.
- 2. For good and valuable consideration, receipt of which is hereby acknowledged as received, the Parties agree to vary the Agreement with effect from the Amendment Effective Date as follows:

- 2.1. In clause 9.2 of the Special Terms and Conditions, the wording which replaces clause 9.2 of the Terms and Conditions is hereby deleted in its entirety and replaced with the following:

*"9.2 Unless otherwise terminated in accordance with this Agreement, this Agreement shall commence on the Effective Date and will continue in full force for a period of twenty-four (24) months (the "**Initial Term**"). The first "year" of the Initial Term shall be twelve (12) months ("**Year One**") and the second "year" of the Initial Term shall be twelve (12) months ("**Year Two**"). After the Initial Term of this Agreement, Sky shall have the option to extend the term of this Agreement by a further twelve (12) months (the "**Extended Term**") by giving not less than two (2) months' notice prior to the expiry of the Initial Term. Thereafter, Sky shall have the successive option to extend an Extended Term of this Agreement by a further twelve (12) months by giving not less than two (2) months' notice prior to the expiry of any Extended Term."*



- 2.2. Schedule 3 of the Special Terms and Conditions is hereby deleted in its entirety and replaced with a new schedule provided in Annexure 1 of this Amendment.
3. Defined terms and words in the Agreement shall have the same meaning when used in this Amendment.
4. Except for the provisions expressly set forth in this Amendment all provisions of the Agreement shall remain unchanged.
5. This Amendment shall be without prejudice to any right or remedy which may have accrued to either Party prior to this Amendment.
6. This Amendment shall be governed by and construed in accordance with the laws of England and any dispute or claim arising out of or in connection with this Amendment which the Parties cannot settle will be subject to the exclusive jurisdiction of the English Courts.



SPREEDLY, INC.

Signed for and on behalf of

SKY UK LIMITED

DocuSigned by:

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Name: Richard Thompson

Position: Director of Group Digital Products

Date: 28 April 2022

Signed for and on behalf of

SPREEDLY, INC.

DocuSigned by:

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Name: Nellie Vail

Position: CFO

Date: 28 April 2022

**ANNEXURE 1****SCHEDULE 3****CHARGES**

1. Sky shall pay Supplier a “Base Annual Fee” annually in advance for Year One and Year Two of the Initial Term in accordance with the pricing tables below, which shall entitle Sky and any Sky Affiliate benefitting under this Agreement or any Adoption Agreement to the following for the duration of the Initial Term and the Extended Term if Sky exercises its option to extend the term of the Agreement:

| <u>Year One - Pricing Table</u> | |
|---|---------------------|
| Enterprise Platform Fee: | \$275,000.00 |
| Enterprise Assurance Agreement & SLAs | Included |
| Existing Spreadly Endpoints | Unlimited |
| PCI Compliant Card Storage Limit | Unlimited |
| Add New Standard PMD Endpoints | Included |
| API Usage Fee: | \$125,000.00 |
| Included allotment of Non-Partner API Calls | 125,000,000 |
| Included Partner API Calls | Unlimited |
| Year One: Base Annual Fee | \$400,000.00 |
| | |
| <u>Professional Services Fees:</u> | |
| 1. Third Party Vaulting Automation (see Schedule 2, Order #1) | \$40,000.00 |
| 2. Failover Automation (see Schedule 2, Order #2) | \$40,000.00 |
| Total Professional Services Fees: | \$80,000.00 |
| Total Year One Fees: | \$480,000.00 |
| | |
| <u>Year Two - Pricing Table</u> | |
| Enterprise Platform Fee: | \$275,000.00 |



| | |
|--|---------------------|
| Enterprise Assurance Agreement & SLAs | Included |
| Existing Spreedly Endpoints | Unlimited |
| PCI Compliant Card Storage Limit | Unlimited |
| Add New Standard PMD Endpoints | Included |
| API Usage Fee: | \$160,000.00 |
| Included allotment of Non-Partner API Calls | 200,000,000 |
| Included Partner API Calls (types listed below this table) | Unlimited |
| Year Two: Base Annual Fee | \$435,000.00 |

2. Sky shall pay Supplier a “Base Annual Fee” annually in advance for the Extended Term in accordance with the Extended Term pricing table below, which shall entitle Sky and any Sky Affiliate benefitting under this Agreement or any Adoption Agreement to the following:

| <u>Extended Term - Pricing Table</u> | |
|---|---------------------|
| Year 1 | |
| Enterprise Platform Fee: | \$345,000.00 |
| Enterprise Assurance Agreement & SLAs | Included |
| Existing Spreedly Endpoints | Unlimited |
| PCI Compliant Card Storage Limit | Unlimited |
| Add New Standard PMD Endpoints | Included |
| API Usage Fee: | \$127,500.00 |
| Included allotment of Non-Partner API Calls | 255,000,000 |
| Included Partner API Calls | Unlimited |
| Extended Term: Base Annual Fee | \$472,500.00 |

- 2.1. Should Sky exercise its option to further extend an Extended Term in accordance with clause 9.1 of the Terms and Conditions, the Enterprise Platform Fee which applied during the previous Extended Term will increase by 6% at the beginning of next extension.



3. API USAGE FEES

- 3.1. The API Usage Fees in the tables above include an initial allotment of API calls for Year One, Year Two, and the Extended Term made to non-partner gateways ("**Non-Partner API Calls**") that are included in the API Usage Fee for the relevant year of the Agreement. The following API calls made to partner gateways (Partner API Calls) will not be counted against that allotment as long as partner remains in the Supplier gateway partner program:
 - 3.1.1. A Purchase API call against the partner gateway;
 - 3.1.2. A Capture API call against the partner gateway;
 - 3.1.3. A Refund API call against the partner gateway;
 - 3.1.4. A Void API call against the partner gateway; and
 - 3.1.5. An Authorization API call against the partner gateway.
- 3.2. In the event Sky's actual API usage in Year One, Year Two exceeds the allotment of Non-Partner API Calls for that year, Supplier will bill Sky monthly in arrears at the applicable rate set forth below, depending on the year of the Agreement and the month in which Sky first exceeds the agreed Non-Partner Call API volume.
 - 3.2.1. If the overage first occurs between the first month and the tenth month of the relevant year of the Agreement (Year One or Year Two): billed at \$0.002 per excess API call.
 - 3.2.2. If the overage first occurs after the tenth month of the relevant year of the Agreement (Year One or Year Two): billed at \$0.0015 per excess API call.
- 3.3. In the event Sky's actual API usage in the Extended Term exceeds the allotment of Non-Partner API Calls for that year, Supplier will bill Sky monthly in arrears at the applicable rate set forth below, depending on the month in which Sky first exceeds the agreed Non-Partner Call API volume.
 - 3.3.1. If the overage first occurs between the first month and the tenth month of the Extended Term: billed at \$0.001 per excess API call.
 - 3.3.2. If the overage first occurs after tenth of the Extended Term: billed at \$0.00075 per excess API call.
- 3.4. Notwithstanding the foregoing pricing for excess Non-Partner API Calls, Sky may also or instead elect to purchase additional blocks of 50,000,000 Non-Partner API Calls (each, a "API Call Block") at the following rates:
 - 3.4.1. Year One: \$50,000 per API Call Block (i.e., \$0.001 per excess Non-Partner API call);
 - 3.4.2. Year Two: \$40,000 per API Call Block (i.e., \$0.0008 per excess Non- Partner API call); and
 - 3.4.3. Extended Term: \$25,000 per API Call Block (i.e., \$0.0005 per excess Non-Partner API call).



- 3.5. Each additional API Call Block purchased will be added to the “Included allotment of Non-Partner API Calls” for the year of the Agreement in which it was purchased and shall automatically expire (i.e., not carry- forward) into subsequent years of the Agreement.
- 3.6. For purposes of this Schedule 3 paragraph 3, the number of API Calls shall include those made by Sky and any Sky Affiliate benefitting under this Agreement or who has entered into an Adoption Agreement.

4. Enterprise Account Management

All enterprise accounts benefit from support prioritization and a named account manager.