STATEMENT OF WORK #1

This Statement of Work #1 ("**SOW**"), dated as of **May 24, 2021**, (the "**SOW Effective Date**") is entered into by and between **Warner Media, LLC** ("**WarnerMedia**") and **Spreedly Inc.**, a Delaware corporation ("**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. 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 Work Product:**

    The Services and Deliverables to be provided by Service Provider to Customer are outlined below, and the delivery of such Services and Deliverables pursuant to and in accordance with the time schedule set forth in **Section 5** below are an essential condition for the fulfillment of the Agreement and this SOW.

    Spreedly will build the functionality required to send stored metadata, including but not limited to tax identification numbers ("**Tax IDs**") of End Users located in Brazil, ("**Metadata**") with transactional API calls to Customer's payment providers via Spreedly's standard gateway integrations, or to any third party end point that Customer may specify via Spreedly's Payments Orchestration platform.

    Spreedly will provide project management and engineering management and architectural oversight throughout the SOW Term (defined below) to effectively plan and execute upon the Professional Services and project Deliverables set forth herein. Spreedly will deliver an initial project plan for the Professional Services and Deliverables for Customer's approval ("**Project Plan**") to supplement Customer's existing implementation project plan. Spreedly will deliver the Services and Deliverables in accordance with the Project Plan. Any changes to the Project Plan must be agreed upon in a writing signed by both Parties. Spreedly will also provide a weekly project report for these Professional Services via Confluence outlining the overall project status, work completed that week, work anticipated in the upcoming week, note risks and key dependencies. Upon Customer's Acceptance, such Deliverables will be deemed to constitute a feature or functionality of the Hosted Services and will be provided to Customer as part of the Hosted Services at no additional charge to Customer and subject to the terms and conditions of the Agreement and applicable Order Form.

2. **Deliverables & Key Milestones:**

    In order to enable the secure capture of End Users' Metadata , as well as the secure transmission of this Personal Information, Spreedly will add the following functionality to the Hosted Services to:

    - Support Customer in capturing non-payment Metadata through Spreedly's JS iFrame library;
    - Store Metadata with the payment method as a meta-data attribute at the time of tokenization;
    - Create a data variable for Metadata that will allow Customer to specify the Metadata value;
    - Automatically insert the Metadata value at run-time and pass to the downstream gateway as specified by Customer in the standard Spreedly JSON call;
    - Ensure Metadata can be redacted with the payment method to comply with Applicable Law, including but not limited to, any right of erasure or deletion under relevant data protection law; and

- Without Customer support, Spreedly to test/validate that inserting Metadata at run-time and passing to a payment gateway is functional, prior to UAT.

3. **Customer Obligations:** In support of the Professional Services that shall be provided by Spreedly hereunder, Customer shall fulfill the following obligations and produce and/or provide the following:

- Customer will be responsible for adding any Metadata associated with future payment methods via Spreedly's iFrame;
- Customer will be responsible for making code level changes within their system to implement usage of the Hosted Services, work product, and Deliverables from this SOW;
- Upon proper notice from Spreedly, Customer will make available appropriate resources to facilitate user acceptance testing (UAT) of the delivered work product within a timely manner; and
- Customer will facilitate and participate in any conversations with their respective payment partners as reasonably required in order to successfully meet the requirements of this SOW.

4. **Term of Statement of Work:** The term of this SOW shall commence on the SOW Effective Date and shall continue until the entirety of the Professional Services, work product, and Deliverables described herein have been delivered and Acceptance thereof has been provided by Customer (the "**SOW Term**"). The SOW Term of this SOW may be extended by mutual agreement of the Parties upon execution by both Parties of a change order or amendment to this SOW.

5. **Timeline:** The Professional Services will commence no later than the SOW Effective Date and shall be completed within 6 weeks of the SOW Effective Date so that Customer UAT can take place in the seventh week of the SOW Term.

6. **Fees and Payment Terms:** As consideration for the performance of the Professional Services under this SOW, Customer shall pay to Spreedly $90,000.00 ("**Project Fee**"). 50% of the Project Fee may be invoiced upon execution of this Statement of Work by both Parties, and the remaining 50% may be invoiced upon Customer's Acceptance of the Services and Deliverables.

Customer shall pay all invoices hereunder in accordance with **Section 4.1** (*Payment*) of the Agreement.

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

Turner Broadcasting System, Inc.
P.O. Box 5520
Portland, OR 97228-5520

All invoices shall include the following contact name: Angela Foell

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

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
                   Spreedly, 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 and agreed to and accepted the terms of this SOW to be effective as of the SOW Effective Date.

SPREEDLY, INC.   **Warner Media, LLC**

By: _Justin Benson (Jun 1, 2021 14:19 EDT)_____   By: _____

Name: __Justin Benson_____   Name: __Aaron Bearce_____

Title: __CEO_____   Title: __VP Technology_____

Spreedly - SOW #1 (TaxID) (FINAL_EXECUTION VERSION 6.1.21)_46516 03_5.DOCX

Final Audit Report   2021-06-03

Created:	2021-06-01
By:	Marlee Hollomon (Marlee.Hollomon@warnermedia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADpIzlvlkkX4I67ngzJU5CD1HTTp1z8S3

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