

**STATEMENT OF WORK #3****Add Apple Pay to Payeezy**

This Statement of Work ("SOW"), dated as of the last date of signature of a party, (the "SOW Effective Date") is being entered into by and between **Priceline.com LLC** ("Customer") and Spreadly Inc., ("Spreadly") and governed by the Enterprise Service Agreement dated May 8, 2020, as amended ("ESA"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the ESA.

1. **Description of Services and Work Product:** Spreadly will perform the following Services under this SOW:

(i) Spreadly will build Apple Pay functionality on the existing Spreadly Payeezy integration and execute on the following activities:

Development	- Update Active Merchant and Payeezy Integration to accept new Apple Pay payment method - Update Spreadly Core to add new payment method
Testing	- Build integration test suite - Conduct Unit, Regression, and internal Quality Acceptance Testing
Project Management	- Manage development team, provide updated documentation, client/ Customer management
Documentation	- Develop and publish client-facing/ Customer-facing integration documentation and update existing Apple Pay and Payeezy documentation on docs.spreadly.com

2. **Key Deliverables:**

- a. Launch production Support for Apple Pay on Spreadly's Payeezy Integration
- b. Update and publish documentation on docs.spreadly.com

3. **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:

- (i) Provide timely access to resources for acceptance testing
- (ii) Facilitate or participate in any third party conversations with Payeezy as needed

4. **Duration of Statement of Work.** This SOW shall commence on the SOW Effective Date and shall continue until the work product and deliverables as described above have been Accepted by Customer (the "SOW Initial Term").

5. **Timeline.** The project work will commence within two (2) to four (4) weeks of the SOW Effective Date and last for an estimated duration of approximately four (4) to six (6) weeks.

6. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Customer shall pay to Spreadly Twelve Thousand Dollars (\$12,000.00) invoiceable upon execution of this Statement of Work.

7. **Acceptance.** When Spreadly has identified a Statement of Work as completed, Spreadly shall provide written notification (electronic or otherwise) to Customer of the completion. Customer shall have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Statement of Work. Customer shall be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Customer provides Spreadly with a written notice to the effect that one or more of the deliverables fails to conform to the acceptance test. In the event deficiencies are reported by Customer during the Acceptance Period, Spreadly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date of the correction of identified non-conformities.


8. **Termination.**

a. Either Party is entitled to terminate this Agreement at any time by providing thirty (30) days written notice to the other Party, except as otherwise provided in the Agreement. Termination of this Agreement automatically causes simultaneous termination of all SOWs and/or Change Orders hereto. During the above notice period the Customer shall be accountable for ensuring Spreadly Personnel with the Customer Obligations and Spreadly shall continue providing the Services in a professional manner as agreed in the Agreement and/or relevant Change Orders.


b. Upon termination of this Agreement, the Customer shall be obliged to pay, within forty-five (45) days of the effective date of termination, all undisputed fees and expenses in accordance with the terms of this Agreement and/or any Change Order for the Services provided up to the effective date of such termination.

Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work #3 effective as of the SOW Effective Date.

**SPREEDLY, INC.**

By:   
Name: Nette Vail  
Title: VP of Finance

**Priceline.com LLC**

By:   
Name: Jacobus Kok  
Title: VP, Product Management