

## STATEMENT OF WORK #5

### Premium Support

This Statement of Work #5 ("SOW"), dated as of March 15, 2023 (the "SOW Effective Date") is entered into by and between WarnerMedia Direct, LLC ("WarnerMedia") and Speedly Inc. ("Speedly") pursuant to the Master Services Agreement by and between Warner Media, LLC and Speedly 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 #2 (defined below). 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:

Speedly will provide to WarnerMedia the following Services and Deliverables and the personnel ("Speedly 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.

- **Speedly Team**  
Speedly shall provide the following Speedly Resources to perform the Services and create the Deliverables outlined herein.
  - One (1) dedicated technical account manager to support the WarnerMedia account.
  - One Support engineer trained on WarnerMedia's use cases and payments flows to aid in Support responses and resolution, as needed.
  - Engineering resources familiar with WarnerMedia's use cases and payments flows to aid in any payment method Migrations, as needed.
- **Launch Event Support**
  - Speedly shall provide Support for up to five (5) WarnerMedia Launch Events per Contract Year (defined below), including the following:
    - One (1) test payment method Migration per Launch Event. Prior to a Launch Event, Speedly 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;
    - Two (2) main payment method Migrations (i.e., migrations that are in production and not "delta" migrations as described below) into Speedly's Hosted Service for each Launch Event with supported payment methods.
      - Migrations shall be completed by Speedly during normal US business hours, 8am-6 pm 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, and Christmas Day), and completion time is 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 <https://support.speedly.com/hc/en-us/requests/new>.
      - Speedly shall provide a 24-hour turnaround time service level per import file. The 24-hour service level will be measured from the time Speedly receives a workable, valid, and properly formatted file from Customer until Speedly delivers results files to Customer.
      - Migrations will not begin until all Customer obligations set forth in **Section 2** below are met by Customer. The 24-hour service level 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.
      - Speedly shall return to Customer one (1) results file per imported file as described in the applicable Documentation at <https://docs.speedly.com/guides/migrating/one-time/>; and
    - One (1) "delta" payment method Migration, as needed, which includes a check performed by Speedly after a Migration to capture any data that might have changed during the course of or after 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 Spreadly’s Hosted Service in the manner described in the Documentation at <https://docs.spreadly.com/guides/migrating/one-time/>.
  - Spreadly Launch Event Support team, which will provide support including, but not limited to:
    - Coordination with WarnerMedia 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 available Support 24/7/365 hours.
      - Support engineering is available 24-hours per day, 7 days per week, 365 days a year.
  - Additional Launch Events will be invoiced in accordance with **Section 4** below.
- Launch Events (other than Migrations) must be requested by Customer no less than 5 (five) Business Days in advance of each Launch Event by logging a Support ticket via [www.support.spreadly.com](http://www.support.spreadly.com).
- 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 Hosted Services;
    - Resolution of verifiable reported Errors in the Hosted Services so that they perform as described in the Documentation and in accordance with the Agreement, including the **Exhibit D**, and Order Form #2;
    - Prioritized response to Support tickets (in accordance with **Exhibit D** of the Agreement) during normal Support hours (Monday through Friday between 8:30 am and 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 whereby Spreadly will initiate immediately the incident response process on Customer’s behalf; and
    - Prioritized resolution of Support tickets during Normal Support Hours set forth (under **Exhibit D** of the Agreement).
  - 24/7/ 365 Days Online Ticket Submission:
    - 24-hour per day, 7 days per week / 365 days a year for all severity levels of Errors- Email responses by Spreadly Support. Dedicated shared Slack channel for real-time communications. Slack should not be used to escalate severe errors or report bugs to Spreadly. Spreadly reserves the right to defer a Slack conversation thread to the Online Ticket Submission portal for the purposes of more detailed analysis and troubleshooting by the Spreadly Support team.
  - 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 prioritized “red alert” system for Severity Level 1 and Severity Level 2 Errors and engage on-call resources directly instead via email or phone and bypass the normal Support channel.
    - Engage on incidents as follows: [redalert@spreadly.com](mailto:redalert@spreadly.com) or (984) 444-8633
  - Incident response process is to be used for any unplanned disruption or degradation of Spreadly’s Hosted Services that is actively affecting a Customer’s ability to use the Hosted Services. 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. In the case where an incident or priority level would be reclassified as less severe than the one Customer filed the request for, Spreadly will contact the Customer agent who filed the ticket and notify them of the change, and if the Customer agent does not consent to the reclassification, the ticket will not be reclassified.
- Additional Migrations invoiced following fee structure outlined in **Section 4** below.

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

- Submit its inquiries to Spreadly via our Support Portal at <https://support.spreadly.com/hc/en-us/requests/new> or by emailing [support@spreadly.com](mailto:support@spreadly.com) except for Red Alerts which will be submitted as set forth above;
- 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 five (5) Business Days in advance. Each Migration request requires:
  - Environment token(s) for the locations between the Migration;
  - Date and time of expected file delivery by Customer;
  - 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 Spreadly Data Format described at <https://docs.spreadly.com/guides/migrating/one-time/#data-format> unless otherwise specified by Spreadly with 5 days prior notice;
    - 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 to provide Support hereunder, provided that Spreadly complies with the terms of the Data Security Addendum attached to the Agreement as **Exhibit E**;
  - Reasonable access to the Customer subject matter experts in payments products, features, and current payments processing activities;
  - Dedicated primary point of contact;
  - Facilitation of communication with Customer third party partners, development firms, payments processor, as needed;
  - Installation of any software within Customer's infrastructure, as needed to provide the Support hereunder, provided that Spreadly complies with the terms of the Data Security Addendum attached to the Agreement as **Exhibit E**;
  - Any deployment of applications, code, API integrations, or embedded technologies, as needed to provide the Support hereunder, provided that Spreadly complies with the terms of the Data Security Addendum attached to the Agreement as **Exhibit**; 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, 2024, and thereafter, this SOW will continue continuously until the termination or expiration of Order Form #2 signed by the Parties with an effective date of March 15, 2023 ("**Order Form #2**"), unless this SOW is terminated earlier as set forth herein or the Agreement, (the "**SOW Term**"). WarnerMedia may terminate this SOW, notwithstanding any renewal of Order Form #2, by providing Spreadly written notice prior to any renewal of Order Form #2. As used herein "**Contract Year**" means the 12-month period commencing on the SOW Effective Date, and each 12-month period thereafter during the SOW Term.
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 Support Fee**") invoiced upon the start of the second Contract Year, and thereafter on each anniversary of the SOW Effective Date, provided that Customer has not terminated this SOW or Order Form #2 has not expired or terminated in accordance with its terms or the terms of the Agreement. For clarity, there will be no Annual Support Fee for the first Contract Year of this SOW, and the Annual Support Fee will only apply for subsequent Contract Years, if any. Notwithstanding the foregoing, Customer shall have no obligation to pay this Annual Support Fee if it has provided its notice of intent to terminate this SOW prior to any renewal of Order Form #2, even if Customer has received an invoice for that Annual Support Fee. Additional Launch Events above five (5) within a Contract Year or additional Migrations outside of Launch Events will be invoiced to WarnerMedia for a flat fee of \$3,000.00 USD for each Launch Event or Migration, as applicable, regardless of the volume of data to be migrated. 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. 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](mailto:turner_invoice@onlinecapturecenter.com) or mailed to:

WarnerMedia Direct, 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: Webster Bank  
ABA/Routing #: 211170101  
SWIFT Code: WENAUS31  
Beneficiary: 0024760830  
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.

Spreadly, Inc.		WarnerMedia Direct, LLC	
Signature:  Justin Benson (Mar 14, 2023 21:03 EDT)		Signature:  Mary Oehrlein (Mar 14, 2023 18:43 PDT)	
Name:	Justin Benson	Name:	Mary Oehrlein
Title:	CEO	Title:	VP
Date:	03/14/2023	Date:	03/14/2023

**APPROVED**

*By WBD Legal at 7:58 pm, Mar 14, 2023*










# Spreadly SOW #5 - FINAL

Final Audit Report

2023-03-15

Created:	2023-03-15
By:	Mary Oehrlein (mary.oehrlein@warnermedia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHahVj8fFUt2E1v4CpUbfJ5sTfykIgJul

## "Spreadly SOW #5 - FINAL" History

-  Document created by Mary Oehrlein (mary.oehrlein@warnermedia.com)  
2023-03-15 - 0:24:48 AM GMT- IP address: 168.161.212.233
-  Document emailed to justin@spreadly.com for signature  
2023-03-15 - 0:26:11 AM GMT
-  Email viewed by justin@spreadly.com  
2023-03-15 - 1:03:24 AM GMT- IP address: 34.234.76.207
-  Signer justin@spreadly.com entered name at signing as Justin Benson  
2023-03-15 - 1:03:54 AM GMT- IP address: 70.250.119.131
-  Document e-signed by Justin Benson (justin@spreadly.com)  
Signature Date: 2023-03-15 - 1:03:56 AM GMT - Time Source: server- IP address: 70.250.119.131
-  Document emailed to Mary Oehrlein (mary.oehrlein@warnermedia.com) for signature  
2023-03-15 - 1:03:57 AM GMT
-  Email viewed by Mary Oehrlein (mary.oehrlein@warnermedia.com)  
2023-03-15 - 1:42:46 AM GMT- IP address: 72.134.224.33
-  Document e-signed by Mary Oehrlein (mary.oehrlein@warnermedia.com)  
Signature Date: 2023-03-15 - 1:43:00 AM GMT - Time Source: server- IP address: 72.134.224.33
-  Agreement completed.  
2023-03-15 - 1:43:00 AM GMT

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