Professional Services Order Form

SPREEDLY

Name:	Spreedly, Inc.
Address:	300 Morris Street, Suite 400
City/State:	Durham, NC 27701

CUSTOMER

Name:	Topps Vault, Inc.
Address:	1 Whitehall St
City/Country:	New York, NY 10004

PRIMARY SPREEDLY CONTACT

Name:	Daniel Scagnelli
Title:	Senior Director, Solutions & Services
Phone:	919-903-0019
Email:	dscagnelli@spreedly.com

PRIMARY CUSTOMER CONTACT

Name:	Tobin Lent
Title:	VP, GM of Digital
Phone:	
Email:	tlent@topps.com

SPREEDLY FINANCE CONTACT

Name:	Spreedly Accounting Department
Phone:	888-727-7750
Email:	accounting@spreedly.com

CUSTOMER BILLING CONTACT

Name:	
Phone:	
Email:	

Services	Sku	Description	Fee
Implementation & Premium Support	PS0002 PS0011	Spreedly Implementation Consulting, Project Management, and Premium Support & Launch Services	$40,000.00

STATEMENT OF WORK

Phase One

This Statement of Work ("<u>SOW</u>"), dated as of July 29, 2021, (the "<u>SOW Effective Date</u>") is being entered into in connection with the Professional Services Agreement (the "<u>Professional Services Agreement</u>"), dated as of <u>7/29/2021</u>, by and between Spreedly, Inc. and Topps Vault, Inc.("<u>Company</u>") and Spreedly Inc., ("<u>Spreedly</u>"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Professional Services Agreement.
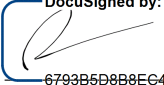
1. **Description of Services and Work Product:** Spreedly will perform the following Services under this SOW:

   - Topps growth and expansion of NFT products are driving a need to implement Spreedly in order to securely capture consumer payment card details, tokenize, vault, and process with Topps selected payment vendors. Topps objectives are to optimize their Spreedly integration to support more efficient processing, especially at the scale of releases that reach in excess of 2,000 TPS. To that end, Topps launches are business critical and require enhanced support and service levels to provide technology infrastructure scaling and provisioning to meet the demands of launch transaction velocities, white glove real-time support, dedicated communication via real-time Slack channels, and assurance launches will proceed smoothly.

   - Spreedly's Professional Services team will focus on assisting and enabling Topps with implementing Spreedly as quickly and efficiently as possible. Spreedly will provide personnel with subject matter expertise, working under the direction of the Manager, Implementation Consulting and Manager, Support Engineering. Spreedly consultants and support engineers will work to ensure the best application of Spreedly technology for Topps payments processing goals and ensure the best launch experiences possible.

2. **Work Product:** Spreedly shall produce and deliver the following Work Product pursuant to this SOW:

   - Creation of a Spreedly Project team, including:

     (i)   Assigning Spreedly Project Lead/Consultant and Customer Success Manager

     (ii)   Project Lead and Consultant will engage additional Spreedly subject matter experts throughout the engagement as needed

     (iii)   Construct a Project Charter documenting goals, objectives, and delivery schedule

   - Implementation Consulting & Project Management Support including:

     (i)   Project kickoff and chartering exercise

     (ii)   Shared Confluence space for centralized project documentation

     (iii)   Integration Architecture Review survey

     (iv)   Integration Architecture Review session

     (v)   Development and delivery of a Technical Solution & Implementation Guide

     (vi)   Up to weekly implementation meetings

   - Topps Launch Support

     (i)   Spreedly Infrastructure scaled to support in excess of 2,000 Transactions Per Second up to four (4) times per month

     (ii)   Spreedly Launch Support team, including:

       (1)   Launch coordination

       (2)   Slack based launch war-room for real-time communication

       (3)   Spreedly Support Engineering eyes on glass and real-time monitoring throughout launch

- Enterprise Technical Support including:

  (i)   Enterprise SLA & Support Policy

  (ii)   Dedicated Shared Slack Channel for real-time communication

  (iii)   Access to Spreedly Developer Tools:

       (1)   Dashboard & Reporting Portal

       (2)   Help Center / Knowledge Base

       (3)   Email Support
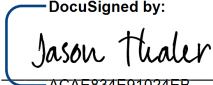
       (4)   24/7 Online Ticket Submission

3.   **Client Obligations:** In support of the Services that shall be provided by Spreedly hereunder, Company shall fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

   - Completion of Integration Architecture Review survey
   - Making appropriate personnel available for joint sessions with Spreedly
   - Providing access to required systems for the Spreedly team as needed
   - Access to Topps subject matter experts in payments products, features, and current payments processing activities
   - Dedicated primary point of contact to provide regular status reports, scheduling, logistics, and documentation
   - Facilitation of communication with Topps third party partners, development firms, payments processors
   - Installation of any software within Customers infrastructure
   - Any deployment of applications, code, API integrations, or embedded technologies
   - Data loading, performance testing, and end to end QA of Customer applications and payment systems

4.   **Duration of Statement of Work.** This SOW shall commence on the SOW Effective Date and is will last for twelve (12) months (the "SOW Initial Term"). The term of this SOW may also be extended by mutual agreement of the Parties.

5.   **Fees and Payment Terms:** As consideration for the performance of the Services under this SOW, Spreedly will invoice Customer in full for the Services described in the Order Form and SOW upon the SOW Effective Date, $40,000.00. Once executed, this SOW is non-cancellable. Fees for the Services are due 15 days from the invoice date. In the event Customer exceeds four releases in any month, Spreedly will invoice Customer an additional $2,000.00 per excess event.

6.   **Incorporation of Terms.** All other terms and conditions of the Professional Services Agreement will apply to this Statement of Work.

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

SPREEDLY, INC.

By: Justin Benson

Name:

Title: CEO

Topps Vault, Inc.

By: Jason Thaler

Name: Jason Thaler

Title: General Counsel