STATEMENT OF WORK

Mastercard Contract Number for this SOW: 202999

This Statement of Work (this "**SOW**") is between the parties named in Section 1.b below. This SOW is issued under and governed by the agreement identified in Section 1.a below (the "**Agreement**"). Parties agree to contract under the form of this SOW and elect not to use the form of the SOW template or Work Order template attached as an exhibit to the Agreement, if applicable, in which case it is agreed that the terms SOW and Work Order are used interchangeably. The parties agree as follows:

1.a. Agreement	
Parties to Agreement:	Mastercard Incorporated **and** **Spreedly**, Inc.
Agreement Description	SaaS Agreement Spreedly dated June 30, 2023
Agreement Number/Reference:	Enter Mastercard Contract Number for the Agreement – Not the Mastercard Contract Number for this SOW
Participation Agreement Description (if applicable)	Details of Participation Agreement: Participation Agreement dated June 30, 2023 ___ (date of Participation Agreement), between _____ (Mastercard entity who is the party to the Participation Agreement) and Spreedly, Inc. (Supplier entity who is the party to the Participation Agreement). Note: In the event, Mastercard or Supplier entity entering into this SOW is different from the Mastercard or Supplier entity who is party to the Agreement, parties may need to enter into an Affiliate Participation Agreement prior to entering into this SOW
1.b. Parties to this Statement of Work Note: In the event, Mastercard or Supplier entity entering into this SOW is different from the Mastercard or Supplier entity who is party to the Agreement, parties may need to enter into an Affiliate Participation Agreement prior to entering into this SOW	
Mastercard Entity entering into this SOW ("**Mastercard**")	State "Same as Section 1.a" OR specify the Mastercard entity contracting and paying for this SOW.
Supplier Entity entering into this SOW ("**Supplier**")	State "Same as Section 1.a" .
1.c. Effective Date	

This SOW will become effective upon both parties' signature and governs Services and Deliverables described in this SOW provided prior to and after the effective date of this SOW. The effective date of this SOW means the date of execution of this SOW which shall be the date that the last party thereto executes this SOW (as indicated by the date associated with that party's signature). If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this SOW, and the other party may inscribe that date as the date associated with the signing party's signature.

2. SOW Overview

Name: Multiple Gateway Additions and New Gateway Functionality

Business Objective/Project Purpose: *Enhance the Spreedly platform with specific functionality to enable Mastercard's business use cases*

SOW Term: The project work shall commence within two (2) to four (4) weeks of the SOW Effective Date. Gateway integrations for Nexi XPay and Sum-up will each last an approximate 6 (six) to 8 (eight) weeks. HiPay gateway integration will last an approximate 12 (twelve) to 16 (sixteen) weeks. Each 3DS addition will each last an approximate 3 (three) to 4 (four) weeks. Projects may run concurrently and a finalized timeline estimate will be provided when commencing.

Capped Billable Amount: $142,000.00

Location(s): Specify the location(s) for performance

3. Detailed description of the Services and/or Deliverables:

PLEASE USE THIS SECTION TO DESCRIBE THE SERVICES OR COMPLETE ANY OF THE APPLICABLE TABLES BELOW TO DETAIL SPECIFIC WORK PRODUCTS AND THEIR ASSOCIATED DATES.

Please do not complete the below table if it is not applicable to the Services or Deliverables provided under this SOW.

Work Product/ Deliverables		
Work Product/ Deliverable Task	**Description**	**Completion Date**

• **For Nexi XPay integration:**
  ○ **Add payment operations (as described in section 1) to Spreedly's Active Merchant open source library**
  ○ **Merge card payment operations (as described in section 1) to Spreedly's Core Platform, deploy in Production**
  ○ **Launch as a Supported Gateway on Spreedly including publishing integration documentation at docs.spreedly.com and adding to the Supported Gateways list at spreedly.com**
• **For Sum-Up integration:**
  ○ **Add payment operations (as described in section 1) to Spreedly's Active Merchant open source library**
  ○ **Merge card payment operations (as described in section 1) to Spreedly's**
	Tasks to be done toward the Deliverable as defined below	By the agreed delivery date or end of SOW Term, whichever is earlier

Core Platform, deploy in Production
   ○ **Launch as a Supported Gateway on Spreedly including publishing integration documentation at docs.spreedly.com and adding to the Supported Gateways list at spreedly.com**
• **For HiPay integration:**
   ○ **Add payment operations (as described in section 1) to Spreedly's Active Merchant open source library**
   ○ **Merge card payment operations (as described in section 1) to Spreedly's Core Platform, deploy in Production**
   ○ **Launch as a Supported Gateway on Spreedly including publishing integration documentation at docs.spreedly.com and adding to the Supported Gateways list at spreedly.com**
• **Add support for Gateway Specific 3DS functionality to Braintree, deploy in Production**
   ○ **Update integration documentation at docs.spreedly.com**
• **Add support for Gateway Specific 3DS functionality to Ogone, deploy in Production**
        ○ **Update integration documentation at docs.spreedly.com**		

Work Product/ Deliverable	**(12% of services) Add support for Spreedly's Gateway Specific 3DS Solution on the Ingenico ePayments (formerly Ogone) integration (as indicated in the applicable documentation here: https://docs.spreedly.com/payment-gateways/ogone/)**	**By the agreed delivery date or end of SOW Term, whichever is earlier.**
	(12% of services) Add support for Spreedly's Gateway Specific 3DS Solution on the Braintree	**By the agreed delivery date or end of SOW Term, whichever is earlier.**

	integration (as indicated in the applicable documentation here: https://docs.spreedly.com/payment-gateways/braintree/)	
	(20% of services) Spreedly will build a new direct API integration to Nexi XPay (as indicated in the applicable documentation here: https://developer.nexigroup.com/en/servizio-ecommerce) in order to support Card payment processing on the Spreedly platform. The integration will standardly support the following payment operations: Authorize Capture Purchase Void Refund Verify Gateway Specific 3DS	By the agreed delivery date or end of SOW Term, whichever is earlier.
	(17% of services) Spreedly will build a new direct API integration to SumUp (as indicated in the applicable documentation here: https://developer.sumup.com/docs/category/introduction/) in order to support Card payment processing on the Spreedly platform. The integration will standardly support the following payment operations: Purchase Void Refund Gateway Specific 3DS	By the agreed delivery date or end of SOW Term, whichever is earlier.
	(39% of services) Spreedly will build a new direct API integration to HiPay (as indicated in the applicable documentation here: https://developer.hipay.com/) in order to support Card payment	By the agreed delivery date or end of SOW Term, whichever is earlier.

| | processing on the Spreedly platform.

The integration will standardly support the following payment operations:

Authorize

Capture

Purchase

Void

Refund

Store

Gateway Specific 3DS

Spreedly will build new functionality to facilitate the creation of tokens at HiPay prior to transacting in order to reduce development burden on Customer | |

Services		
Must be a product (Software Coding Completion, Analysis Report, etc.)	**Description**	**Review Period (If applicable)**
Project Management	**Project management to support the numerous work items and deliverables**	

4.a. SOW Acceptance Period

All Deliverables provided hereunder are subject to the Acceptance provisions of the Agreement, unless otherwise agreed to below. When Spreedly has identified a Statement of Work item as completed, Spreedly shall provide written notification (electronic or otherwise) to Customer of the completion. Customer shall have 20 business 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 Spreedly 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, Spreedly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date the non-conformities are identified.

4.b. Description of requirements for Services and/or Deliverables (including Service Levels (SLAs) and Key Performance Indicators (KPIs))
Specify requirements if any

4.c. SOW Reporting
In addition to the reports required under the Agreement, Supplier shall provide the following reports to be submitted on a daily, weekly, and monthly basis, as specified below. Supplier shall submit all reports electronically in an agreed-upon format.
Specify requirements if any - NONE

5. Primary Contacts
Each party will assign a primary contact for this SOW ("**Primary Contact**"), who will be empowered to allocate resources and make decisions for that party in a timely fashion and will attend status meetings to discuss progress and any other issues that arise during the term of this SOW.

Mastercard Primary Contact	**Vaidy Subramanian**
Mastercard Primary Contact email address	**Vaidy.Subramanian@mastercard.com**
Supplier Primary Contact	**Charlotte Sawyer**
Supplier Primary Contact email address	**charlotte@spreedly.com**

6. Supplier Fees and Pricing
Please complete the below table as applicable

OPTION 1 - Resource based Retained Fees
The total number of hours/days that can be billed under the SOW are capped as detailed in the Grand Totals below

Key Supplier Personnel [YES]	Name	Title	% Allocation of Time	Agreed Hourly/Daily Rate	Total Hours/Days	Total Fees
Insert Details	**Insert Details**	**Insert Details**	**Insert Details**	**Insert Details**	**Insert Details**	**Insert Details**
GRAND TOTAL					**Total Hour/Days**	**TOTAL FEES**

OPTION 2 - Fixed Priced Services	
Deliverables	**Agreed Fee**
Nexi XPay	**28,000**
SumUp	**25,000**
HiPay	**55,000**
Braintree	**17,000**
Ingenico ePayments (Ogone)	**17,000**
GRAND TOTAL	Total Fees $142,000.00

OPTION 3 - Services with Monthly Recurring Charges (MRC)				
Task	**Quantity**	**Unit Rate**	**Total MRC**	**SOW Total (MRC x # of Months)**
Insert Details	Insert Details	Insert Details	Insert Details	Insert Details
GRAND TOTAL			Total Fees	

OPTION 4: Goods
Specify the total value of the Goods

7. Total Fees and Pricing

7.1. Fees

$142,000.00

7.2. Third party expenses and estimation of the expenses (Detail all expenses including third party expenses in the table below OR state NONE)

Description of Services/Deliverables/Expenses	Amount	Third Party Name
Detail all Third Party expenses	Detail amount	Detail Third Party Name
Total Expense Estimate*	Total Expense	

*Mastercard shall reimburse Supplier for Supplier's expenses only if Supplier has obtained Mastercard's prior written approval and complied with Mastercard's Supplier Travel & Expense Policy then in effect, a current copy of which is available at https://procurement.mastercard.com/information_suppliers.html.

7.3 Total Fees and Pricing

Fees	$142,000.00
Third party expenses and estimation of expenses	Insert totals from 7.2
SOW Total including expense estimation	$142,000.00

ALL AMOUNTS ARE IN USD   UNLESS STATED OTHERWISE.

7.4 Invoice Schedule

Except as otherwise provided in this SOW, Mastercard shall pay Supplier's invoices in accordance with the payment terms stated in the Agreement.

Supplier shall submit invoices in accordance with the following schedule (please select and populate one of the following):

☐ Specify date (e.g. "4th" day of every month beginning in , for amounts payable for Services and Deliverables provided in accordance with the Agreement during the prior month.

☐ At the completion of this SOW, after Supplier provides all Services and Deliverables in accordance with the Agreement.

☐X A fixed set of dates based on agreed Deliverables, following provision of the Services/ Deliverables in accordance with the Agreement or any other Invoice Schedules as mutually agreed upon between the parties, as follows:

Invoicing to occur following completion and acceptance of each deliverable in Section 6 Option 2 (up to 5 invoices, for the 5 deliverables) **All invoices issued in relation to this SOW must contain the purchase order number and comply with the "Bill To" instructions and other invoicing requirements specified in that purchase order.**

8. Purchase Order Issuance

A Mastercard Purchase Order can only be issued after this SOW has been fully executed by both parties.

9. Additional relevant documents attached to this Statement of Work (e.g., Proposal, Power Point Presentations)

Specify and attach all documents that relate to the Services and Deliverables being provided in this SOW or state NONE

NONE

If this SOW or the Agreement conflicts with any such documents, this SOW or the Agreement will prevail (as further specified in the third paragraph of Section 14 below).

10. Requested materials, documentation, and other logistic needs for the Services (including Mastercard-Furnished Items) to be provided by Mastercard

In support of the Services that shall be provided by Spreedly hereunder, Customer shall fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

Facilitate communication with integration partners, if needed, in order to help Spreedly gain access to an account with support for testing purposes

Make resources available for testing and review of deliverables in a timely manner

Provide Spreedly access to Customer contact for testing and review of deliverables in a timely manner

Test and accept deliverables

Update Customer implementation as necessary to use deliverables functionality

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11.Processing of Personal Data of Data Subjects subject to the Data Protection Law of the respective jurisdiction under this SOW

☐ **Check the box in case Supplier or any Supplier Personnel receives, has access to, or otherwise Processes Personal Data of Data Subjects subject to Data Protection Law under this SOW.**

☐EU Personal Data

☐**Non-EEA Personal Data**

If above are checked, Supplier confirms to have signed the latest Data Processing Addendum to the Agreement, in a format provided by Mastercard, prior to the Processing of Personal Data in the context of this SOW and the Agreement.   If the Supplier is Processing Personal Data pursuant to this SOW, then the Annex 1 shall be included as part of this SOW.

12. The Services in the context of the payment and/or settlement activities ("Outsourcing Services") of the Mastercard entity authorized to operate a payment system in India ("Regulated Mastercard Entity") are subject to the Outsourcing Regulations issued by RBI.

☐ **Check the box in case Supplier is a provider of Outsourcing Services subject to RBI Outsourcing Regulations under this SOW.**

If the above box is checked, Supplier must have signed an Outsourcing Services Related Compliance addendum, in a format provided by Mastercard, prior to the start of the Outsourcing Services in the context of this SOW.

Explanation: Supplier's Outsourcing Services enable Mastercard to build, operate, run or maintain Mastercard's products and services, especially payment and systems operations in regulated markets like India, resulting in a direct or indirect benefit to Mastercard's customers or card-holders. Such Outsourcing Services exclude services that are used for internal administration, housekeeping, or similar functions.

13. Additional Terms specific to this SOW

All other terms and conditions of the SaaS Agreement will apply to this Statement of Work.

NOTE: Legal and/or Sourcing review may be required if this section is completed

14. General Terms specific to this SOW

In the event Mastercard has expressly agreed to pay any amount in advance to Supplier under this SOW and (i) Supplier, pursuant to its termination rights agreed under the Agreement or this SOW (if any), subsequently terminates the Agreement or this SOW for any reasons other than for material breach by Mastercard or, (ii) the Services and/or Deliverables mentioned in the SOW are not rendered or delivered for any reasons or, (iii) the Services and/or Deliverables rendered or delivered by Supplier are not in line with the specifications set forth in the SOW, Supplier shall refund to Mastercard all amounts paid in advance by Mastercard hereunder less all reasonable expenses and costs incurred by Supplier in performance of the SOW.

Mastercard entity entering into this SOW will be solely responsible for all of its conduct and obligations under this SOW. In connection with this SOW, Supplier entity entering into this SOW shall not bring a claim or have recourse against any Mastercard entity other than the Mastercard entity entering into this SOW.

This SOW incorporates, as if it were contained in this SOW, the Agreement and, if this SOW conflicts with the Agreement, the Agreement will prevail unless this SOW specifically identifies the conflicting terms in the Agreement and expressly states that those conflicting Agreement terms will not apply to (or are otherwise replaced by different terms specified in) this SOW, in which case this SOW will prevail over the Agreement. Capitalized terms used but not defined in this SOW are as defined in the Agreement. No amendment to this SOW will be effective unless it is in writing and signed by both parties, and Supplier shall not unreasonably refuse to enter into any such amendment requested by Mastercard.

Counterparts; Electronic Signatures. The parties may sign this SOW, in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. Parties agree that this SOW, subject to the applicable laws, will be considered signed when the signature of a party is delivered by (1) scanned image (for example, as a "portable document format" or ".pdf" file) as an attachment to electronic mail (email), or (2) use of an electronic signature process, and any such scanned, electronic signature is to be treated in all respects as having the same effect as an original signature, except that either party may require the exchange of original signatures.

Each party is signing this SOW on the date stated below that party's signature.

Mastercard Incorporated	Spreedly, Inc.
By: *Sapan Mandloi* Sapan Mandloi (Aug 1, 2023 17:48 EDT)	By: Justin Benson (Jul 31, 2023 16:47 EDT)
Name: Sapan Mandloi	Name: Justin Benson
Title: SVP, Product & Engineering	Title: CEO
Date: Aug 1, 2023	Date: Jul 31, 2023

THIS AGREEMENT IS APPROVED AS TO LEGAL FORM BY THE MASTERCARD LAW DEPARTMENT FOR USE WITHOUT ANY MODIFICATION OF THE TERMS AND CONDITIONS.

Editing Notes: To include schedule or exhibit, please insert the texts in this Box, if required. > In all other cases – please remove these texts completely and press the Spacebar once.

ANNEX 1: DESCRIPTION OF THE PROCESSING ACTIVITIES

As set forth, without modification, in the Agreement and its accompanying Privacy and Data Protection Exhibit

R#202999___Global_Mastercard_SOW_15th_December_2022 - Spreedly

Final Audit Report   2023-08-01

Created:	2023-07-31
By:	Ryan Buxton (ryan.buxton@mastercard.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzY_UWFMEaonDNN8cHzMwgKhwBToqNuUw

"R#202999___Global_Mastercard_SOW_15th_December_2022 - Spreedly" History

Document created by Ryan Buxton (ryan.buxton@mastercard.com)
2023-07-31 - 8:36:42 PM GMT

Document emailed to justin@spreedly.com for signature
2023-07-31 - 8:45:17 PM GMT

Email viewed by justin@spreedly.com
2023-07-31 - 8:46:13 PM GMT

Signer justin@spreedly.com entered name at signing as Justin Benson
2023-07-31 - 8:47:21 PM GMT

Document e-signed by Justin Benson (justin@spreedly.com)
Signature Date: 2023-07-31 - 8:47:23 PM GMT - Time Source: server

Document emailed to vaidy.subramanian@mastercard.com for signature
2023-07-31 - 8:47:25 PM GMT

Email viewed by vaidy.subramanian@mastercard.com
2023-07-31 - 8:47:46 PM GMT

Ryan Buxton (ryan.buxton@mastercard.com) added alternate signer Sapan Mandloi
(sapan.mandloi@mastercard.com). The original signer vaidy.subramanian@mastercard.com can still sign.
2023-07-31 - 8:57:19 PM GMT

Document emailed to Sapan Mandloi (sapan.mandloi@mastercard.com) for signature
2023-07-31 - 8:57:19 PM GMT

mastercard

Email viewed by Sapan Mandloi (sapan.mandloi@mastercard.com)
2023-07-31 - 10:01:37 PM GMT

Email viewed by Sapan Mandloi (sapan.mandloi@mastercard.com)
2023-08-01 - 9:43:09 PM GMT

Document e-signed by Sapan Mandloi (sapan.mandloi@mastercard.com)
Signature Date: 2023-08-01 - 9:48:07 PM GMT - Time Source: server

Agreement completed.
2023-08-01 - 9:48:07 PM GMT