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**DATED** 10 November 2023  
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**SKY CP LIMITED**

**AND**

**SPREEDLY, INC.**

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**AMENDMENT TO SPECIAL TERMS AND CONDITIONS DATED 15 OCTOBER 2019**  
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SPREEDLY

**THIS AMENDMENT AGREEMENT ("AMENDMENT")** is made on

**BETWEEN:**

- (i) **SKY CP LIMITED** (company number 09513259) whose registered office is at Grant Way, Isleworth, Middlesex, TW7 5QD ("**Sky**"); and
- (ii) **SPREEDLY, INC.** whose registered office is at 300 Morris Street, Suite 400 Durham, NC 27701 ("**Supplier**"),

(each "**Party**" and together the "**Parties**").

**WHEREAS:**

- (A) Sky and Supplier agreed to Special Terms and Conditions dated 15 October 2019 ("**Special Terms**") which incorporated, subject to variations in the Special Terms, Sky's Standard Terms and Conditions for the Purchase of Goods, Licenses and Services (as amended from time to time including by the Notice of Changes to Standard Contractual Clauses dated 3 November 2022 and Amendment to Special Terms and Conditions with an effective dates of 28 November 2022 and 19 October 2023) ("**Terms and Conditions**") and Orders #1, #2 and #3 in Schedule 2 of the Special Terms. The Special Terms, together with the Terms and Conditions and Orders #1, #2 and #3 constitute the "**Agreement**"; and
- (B) Sky and Supplier now wish to amend the Agreement as set out in section 1 below with effect from October 15, 2023 ("**Amendment Effective Date**").

**IT IS AGREED:**

- 1. For good and valuable consideration, receipt of which is hereby acknowledged as received, the Parties agree to vary the Agreement with effect from the Amendment Effective Date as follows:
  - 1.1. Clause 9.2 of the Special Terms is hereby deleted in its entirety and replaced with the following:

"9.2 Unless otherwise terminated in accordance with this Agreement, this Agreement shall commence on the Effective Date and will continue in full force for a period of twenty-four (24) months (the "Initial Term"). The first "year" of the Initial Term shall be twelve (12) months ("Year One") and the second "year" of the Initial Term shall be twelve (12) months ("Year Two"). After the Initial Term of this Agreement, the term of this Agreement shall extend until 14 October 2025 (the "Extended Term"). Thereafter, Sky shall have the successive option to extend an Extended Term of this Agreement by a further twelve (12) months by giving not less than two (2) months' notice prior to the expiry of any Extended Term."
  - 1.2. Paragraph 2.4 of the Schedule 2 of the Special Terms is hereby deleted in its entirety and replaced with the following:
  - 1.3. Spreedly will ensure that the solution will achieve redundancy by ensuring each payment method in Spreedly is also vaulted with multiple data centres based in the US that are load balanced and regularly tested for operational redundancy. Spreedly will make available vaulting of payment methods within data centres located in US and the EU (to be selected as directed by Sky or the applicable Sky Affiliate) on or before September 1, 2024. Schedule 3 (The



SPREEDLY

Charges) of the Special Terms are hereby deleted in their entirety and replaced with the new Schedule 3 as set out in Annex 1 of this Amendment.

- 1.4. Customer has elected to enroll its vaulted payment methods in Spreadly's Advance Vault services as set out in the Order #4 attached hereto as Annex 2 which is hereby added to the Schedule 2 of the Agreement.
- 1.5. Schedule 4 (Support; Service Level Agreement) of the Special Terms represents the minimum support requirements provided by Spreadly and the new Schedule 4 as set out in Annex 3 of this Amendment shall apply during all times when Sky has selected and paid for Spreadly's Premium Support in an applicable Order.

**Signed for and on behalf of**

**SKY CP LIMITED**

DocuSigned by:

*Rhys Jones*

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Name: Rhys Jones

Position: Director, OTT Products

Date: 10 November 2023

**Signed for and on behalf of**

**SPREEDLY, INC.**

DocuSigned by:

*Justin Benson*

06245D97D126401...

Name: Justin Benson

Position: CEO

Date: 10 November 2023



**ANNEX 1**  
**SCHEDULE 3**  
**THE CHARGES**

**Term and Fees**

1. **Order Form Term.** The Initial Term of this Order Form is 24 months, after which this Order Form can be extended for successive 12-month periods (each, a "Extended Term" and, together with the Initial Term, the "Term"). Each 12 months of service is a "Contract Year".
2. **Platform Fees.** For each Contract Year, Customer will pay Spreedly the "Annual Platform Fee" in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:
  - access to Level 1 PCI Compliant Card Storage and Tokenization;
  - connections to any of Spreedly's Supported Gateway integrations;
  - use of existing 3DS2 services and gateway Supported Payment Methods; and
  - all available Payment Method Distribution receiver endpoints.

<b>Table 1</b>		
	<b>Year One</b>	<b>Year Two</b>
<b>Annual Platform Fee:</b>	\$390,000	\$390,000
<b>API Usage Fee:</b>	\$643,200 (400,000,000 API calls)	\$643,200 (400,000,000 API calls)
Pre-purchased API Calls - 800,000,000		
Cost per API Call - \$0.001608		
<b>Premium Support</b>	\$185,000	\$185,000
<b>Committed Annual Fees</b>	<b>\$1,218,200</b>	<b>\$1,218,200</b>

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 800,000,000 API calls to the Spreedly Platform at a cost of \$0.001608 per call ("API Usage Fee") to be utilized during the Initial Term. The total committed API Usage Fee during the Initial Term is \$643,200 for each Contract Year. Spreedly will invoice Customer monthly in arrears at the same rate of \$0.001608 for any additional API call more than the pre-purchase purchased volume of 800,000,000.

Additionally, as an option, Customer may elect to pre-purchase additional API calls in blocks of 50,000,000 API calls at the same rate (\$0.001608 per API call for the Initial Term) by executing an Order Form from Spreedly.

Customer may carry over any unused API calls from the first Contract Year into the second Contract Year provided those API calls are used during the Initial Term. During any Extended Term, all pre-purchased API call expire at the end of the Contract Year in which they were purchased.

Spreedly has business relationships with select gateway integrators that may result in Spreedly receiving a financial benefit when our customers transact with their services. If after the Amendment Effective Date, Stripe agrees to pay Spreedly a share of the Stripe revenue generated from Sky transactions with their gateways, Spreedly will waive API Usage Fees for Sky on any qualifying API calls made against a Stripe gateway from which Spreedly receives such a revenue share. API calls that don't qualify for a revenue share to Spreedly will be charged to Sky the same as other API calls at the rates provided above.

4. **Premium Support Fees.** Customer has selected Premium Support for an annual fee of \$185,000.
5. **Extended Terms Fees.** Except as otherwise agreed by the Parties in writing, any Extended Term will include the same committed API usage in the immediately prior Contract Year and the Annual Platform



Fee and API Usage Fee will increase by 4% over the prior Contract Year in each successive Extended Term (if any).

6. **Advanced Vault.** Spreedly’s Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service or (ii) the minimum committed fee of \$500 per month as set out in Table 2 below. Costs are exclusive of fees imposed by the card associations and/or third-party service providers (e.g., card updates, tokenization, etc.) which will be passed through to Customer and are subject to change at any time. For the avoidance of doubt, Customer will still be charged the third-party fee each time a payment card is updated. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees. If no payment methods are enrolled Sky will only be charged the minimum committed fee of \$500 per month.

**Table 2**  
**\$0.005 Per Payment Method Per Month**

Special Terms for converting Sky’s existing payment vault. Customer anticipates enrolling 27,000,000 payment methods currently vaulted by Spreedly in the Advanced Vault service and the Parties expect at least 500,000 payment methods currently vaulted by Spreedly would be automatically removed from routine Account Updater updates (Spreedly will remove a payment card from Account Updater after two returns of “contact cardholder” from the applicable card network as described in the applicable Documentation). As an incentive to Customer for Sky enrolling 27,000,000 payment methods in the Advanced Vault service, if less than 500,000 of those 27,000,000 enrolled payment methods are not automatically removed from the Account Updater service, Spreedly will waive the Advanced Vault fee for each enrolled payment method less than 500,000 for one month. For example, if only 490,000 cards out of Customer’s 27,000,000 are removed from Account Updater (after two “contact cardholder” returns), then Spreedly will waive the Advanced Vault fees for 10,000 payment methods for one month.

Limited Pricing for Account Updater. Spreedly’s standalone Account Updater service is being rolled up into the Advanced Vault service offering. As an interim measure, Sky may continue to use the Account Updater service independent of Advanced Vault at the current rate of \$0.18 per card update through March 31, 2024, after which, only payment methods enrolled in Advanced Vault will be eligible for Account Updater.

7. **Payments.** Customer will pay the Committed Annual Fees in equal quarterly installments, with the first installment invoiced immediately after this Amendment is signed and will be due and payable by Sky following receipt of a valid and undisputed invoice in accordance with the Terms and Conditions. Spreedly will invoice Customer for each subsequent quarterly payment 60 days prior to the three, six, and nine, month anniversaries of the Amendment Effective Date (a “Quarterly Payment Date”), with such amounts due and payable and will be due and payable by Sky following receipt of a valid and undisputed invoice in accordance with the Terms and Conditions. For each subsequent Extended Term, the first quarterly payment of such Extended Term will be invoiced at least 60 days prior to the anniversary of the Amendment Effective Date (“Annual Renewal Date”) and will be due and payable prior to the Annual Renewal Date.

Customer will pay the minimum committed fee for the first quarter of Advanced Vault (\$1,500) which will be invoiced immediately after this Amendment is signed and will be due and payable by Sky following receipt of a valid and undisputed invoice in accordance with the Terms and Conditions. Spreedly will invoice subsequent fees for the Advanced Vault service quarterly in advance (on the same schedule as the Committed Annual Fees) based on the number of payment methods enrolled in the immediately preceding month. After each Quarterly Payment Date, Spreedly will determine the actual enrollment in Advanced Vault for the past quarter and post a true up adjustment on the next invoice.

All payments are subject to the terms in the Agreement.



## ANNEX 2

### Order #4

This Order No. 4 ("Order No. 4") is incorporated into and made a part of the Special Terms and Conditions dated 15 October 2019, as amended (the "**Agreement**") between Sky CP Limited ("**Sky**" or "**Customer**") and Spreedly, Inc. ("**Spreedly**"). The Services under this Order No. 4 will commence on the Amendment Effective Date. Any actions or events which operate to extend or terminate the Agreement will automatically extend or terminate this Order.

#### Advanced Vault

Advanced Vault is the evolution of our vault and lifecycle services to a managed vault that combines core vaulting, lifecycle functionality, and data enrichment of payment methods with rules and best practices.

Under Advanced Vault, Spreedly will offer and continue to invest in best in practice technologies which will be extended to our customers under a single product. Services include:

- Lifecycle management solutions for vaulted payment methods that include coverage for Visa, Mastercard, and Discover brands. Real time Mastercard updates will be enabled for same-day notifications (push) when updates occur with the network.
- Network Tokenization for all eligible credentials to improve security and authorization rates.
- Configurable settings for Spreedly, and in future states by the customer, to adjust the rules and configurations in tailoring their vault with minimal effort.
- Fluid enrollment of credentials on/off Account Updater lists. Stale credentials that were regularly costing customers an "event" fee without an actual update will be actively identified and unenrolled from Account Updater lists.
- Data Enrichment(Future) - Enriching Payment Methods with BIN Metadata and Payment Account Reference for advanced decision making, fraud prevention and customer loyalty tracking.

#### Enrolling your organizations and environments

Organization and environments will be enabled and managed via UI in your Spreedly account. Individual payment methods have a managed property that may be updated via a request to update\_gratis. API calls to update these values are non-billable. The request must only contain updates for the permitted field (managed). Values should be true or false.

#### Contact Card Holder Responses

Since a negligible number of cards in this state are ever successfully updated, any time a payment method that is enrolled in active management receives two consecutive "Contact Cardholder" responses from the Account Updater service, it will automatically be excluded from future updates. If desired, the card may be reenrolled by setting its eligible\_for\_card\_updater flag back to true.

By using Advanced Vault, Customer agrees that any updates to payment card information may be used by Spreedly to provide payment management services on its Platform. For the purpose of performing the Advanced Vault services only, Customer authorizes Spreedly to act on Customer's behalf to (i) request and retain a Token Requestor ID from applicable card issuers, and (ii) use the Token Requestor ID to provision network tokens where available.



**ANNEX 3**  
**SCHEDULE 4**

**SUPPORT; SERVICE LEVEL AGREEMENT**

The Parties agree that the Service Levels and Key Performance Indicators set forth in this Schedule 4 represent a means of measuring the performance and quality of the Spreedly Platform provided under the Agreement.

**1. SERVICE LEVEL AGREEMENT**

1.1. For purposes of this Schedule, the following definitions and calculations shall apply:

- 1.1.1. **“Availability”** means that the services are up and running, accessible by Customer and its end users and performing in all material respects with its specifications, without interruption or delay i.e.  $\text{Availability} = (\text{Available Minutes} - \text{Unplanned Downtime}) / \text{Available minutes} \times 100$ .
- 1.1.2. **“Available Minutes”** means minutes available in a month minus duration of Excused Downtime.
- 1.1.3. **“Downtime”** means any period where the Spreedly Platform is unavailable from the point the Transaction Processing Service is not Available to Customer and/or its end users and continues until the Availability of the Transaction Processing Service is restored. Unavailability of the Transaction processing service includes any failure/error/or degradation of an underlying component of the system that would prohibit the successful completion of any payment method capture, tokenization & retaining the payment method for future use as well as any failure/error/or degradation of an underlying component of the system that would prohibit the successful completion of revenue transaction services including authorize, capture, purchase, refund/cancel, void.
- 1.1.4. **“Excused Downtime”** means any downtime resulting from outages of third-party connections that are not subcontractors of Spreedly will be excluded from any such calculation.
- 1.1.5. **“Unplanned Downtime”** means Downtime which the Customer has not been given at least 72 hours advanced written notice of and approved.
- 1.1.6. **“Transaction Processing Service”** means Spreedly’s core API responsible for processing Customer’s payment transaction requests and does not include any beta features or non-payment transaction Spreedly services such as dashboard reporting.
- 1.1.7. **“Force Majeure Event”** means a natural disaster, act of God, act of war or terrorism, riot, third-party labour strike or other similar occurrence beyond its reasonable control and that could not have been mitigated through reasonable diligence, provided that the affected party remains required make all reasonable efforts to comply with its obligations despite the occurrence.

1.2. The Supplier shall meet the following Service Levels:



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#	Service Level	Service Level Failure
<u>1</u>	<u>Availability</u> 99.99% for the Spreadly core API in any given calendar month	Availability falls below 99.99% in a calendar month
<u>2</u>	<u>Throughput Service Level for the Transaction Processing Service</u> 500 transactions per second (TPS) for 99.99% of the time in any given calendar month.	An inability to maintain 500 TPS through the process transaction service for 99.99% of the calendar month where such failure is a result of Spreadly's system's inability to process the transaction volume
<u>3</u>	<u>Incident Acknowledgement Time</u> <b>Critical</b> Response is received within 30 minutes from the time Sky and Affiliate notifies the Supplier of an Incident. <b>Serious:</b> Response is received within 2 hours from the time Sky and Affiliate notifies the Supplier of an Incident. <b>Low:</b> Response is received within 24 hours from the time Sky and Affiliate notifies the Supplier of an Incident	2 or more Critical Incidents in a calendar month where the response is not received within the time periods in the preceding column.  4 or more Serious Incidents in a calendar month where the response is not received within the time periods in the preceding column.
<u>4</u>	<u>Incident Resolution</u> Critical Incident Resolution Time for a Temporary Fix within 8 hours of Response Time unless otherwise agreed by Sky and Affiliates  Serious Incident Resolution Time within 24 hours of Response time unless otherwise agreed by Sky and Affiliates.	It takes longer than 8 hours for a Resolution or Temporary Fix for a Critical Incident  It takes longer than 24 hours for a Resolution or Temporary Fix for a Serious Incident.

1.3. The Supplier shall meet the following Key Performance Indicators:

Key Performance Indicator	Definition	Period
Incident Management	Spreadly will maintain a written incident response plan and in the event of a critical category incident, Spreadly will immediately escalate critical issues to Spreadly's executive management.	As Needed
Dashboard Downtime	Spreadly will provide notifications via a status page to Sky and Affiliates when any updates or downtime occurs to the reporting system dashboard. Spreadly will	As Needed





SPREEDLY

	use all reasonable efforts to get the system back up in a timely manner. As needed, Spreedly will pull reports, at the request of SKY and Affiliate, while the system is down.	
Status Page	Spreedly will provide a web page that shows the current health of the Services, if there are latency or outages	Constantly Update
Regular Program Review	Spreedly will offer regular program reviews to be mutually scheduled and agreed to, no less than once a quarter. Individual Program reviews will be scheduled between each region and Spreedly. At times, meeting can be scheduled for an overall program review between multiple regions. The program review will cover the status of the program, SLA metrics, program performance, program strategy, new product features, any issues or concerns and a plan to resolve identified issues.	Quarterly
Account Management	Spreedly shall perform an annual review where the Company will have the opportunity to provide feedback on the overall program, satisfaction, areas of improvement, etc.	Annually

- 1.4. If Supplier fails to achieve the Service Level in any given calendar month during the Term, then Supplier shall implement an investigation and action any recommendations that come out of the investigation ("**Improvement Plan**") as per paragraph 5 below.
- 1.5. In the event that a Service Level Failure occurs during each of any three (3) consecutive calendar months, then the matter shall be escalated up to each Party's principal commercial representatives as set out in Appendix 1 to this Schedule 4.

## 2. SERVICE CREDITS

- 2.1. In the event of a Service Level 1 or Service Level 2 Failure (as set out in the table in paragraph 1.2 above for Availability and Throughput respectively) in respect of an Order, supplier shall provide a Service Credit to Sky and Affiliates in respect of the monthly Charges set out in the relevant Order for the applicable month that the breach occurred as follows ("**Downtime Remedy**"):

Availability of Spreedly Platform (Service Level 1) and Throughput (Service Level 2) in Calendar Month	Credit
Less than 99.99 and equal or greater to 99.95%	5% of 1/12 <sup>th</sup> Based Annual Fee
Less than 99.95% and equal or greater than 99.80%	10% of 1/12 <sup>th</sup> Based Annual Fee
Less than 99.80% and equal or greater than 99.70%	15% of 1/12 <sup>th</sup> Based Annual Fee
Less than 99.70%	20% of 1/12 <sup>th</sup> Based Annual Fee

- 2.2. In the event of a Service Level Failure in respect of an Order, in terms of Service Levels 3-4 (as per table 1.2 above), Supplier shall provide a Service Credit to Sky and Affiliates equal to 10% of 1/12<sup>th</sup> of the Base Annual Fee.
- 2.3. Notwithstanding the above, the Downtime Remedy and Service Credit remedies in paragraph 2.1 (above), shall only be applied to the Charges insofar as the failure affects the services. For example, with respect to a Service Level 1 Failure, if there is Downtime that only affects two



- Third Party Commercial Partners and does not affect other Third-Party Commercial Partners, the Downtime Remedy shall only apply to the Charges in respect of the affected Third-Party Commercial Partners.
- 2.4. If a Service Credit is payable on a failure by Supplier to achieve the target Availability or Throughput, then a Service Credit is not also payable on a related failure of the Service Levels 3-4.
  - 2.5. No Service Credit for Service Level Failure shall occur where Spreadly's Transaction Processing Service is impacted by the action or inaction of a Third-Party Commercial Partner or where Spreadly's Transaction Processing Service is otherwise impacted by a factor outside of Supplier Spreadly's reasonable control. For the avoidance of doubt, any impact to Spreadly's Transaction Processing Service due to the failure of Spreadly's Platform, Spreadly's systems, suppliers, employees and contractors are within Supplier Spreadly's reasonable control, except where caused by a Force Majeure Event.
  - 2.6. Notwithstanding anything in the Agreement to the contrary, the aggregate remedy in any given applicable month with regard to a Service Level Failure shall not exceed 20% of 1/12<sup>th</sup> of the Base Annual Fee, regardless of the type or number of failures.
  - 2.7. Service Credits shall be applied and/or paid in accordance with clause 3.3 of the Special Terms.
  - 2.8. Notwithstanding the foregoing, Spreadly has no obligation to issue any Service Credit unless Customer requests such Service Credit in writing (email acceptable) within thirty (30) days of the Service Failure.
  - 2.9. Sky will not exceed 500 TPS by more than 10% over any continuous eight (8) hour period in any given month during the applicable Order Term without first providing at least seven (7) days' advance notice to Supplier of the required temporarily higher Throughput for a given month. Sky is not entitled to receive the Service Credits for any Throughput Service Level Failure below for Supplier's failure to achieve such temporarily higher Throughput for a given month if Sky fails to provide Supplier with such advance notice.
  - 2.10. For the purposes of calculating the Service Credits under this Schedule, "Base Annual Fee" will only include the contractually committed fees for platform access (Platform Fees) and excludes optional services and usage-based fees (e.g. Advanced Vault).

### 3. SUPPORT

- 3.1. Spreadly will provide email support 24x7x365 for general enquiries or low category issues. Customer and its employees and consultants can contact Spreadly at support@spreadly.com with questions about the Transaction Processing Service, to report errors or other problems with the Transaction Processing Service, or to otherwise request support or assistance with respect to the Transaction Processing Service. Spreadly will maintain a sufficient number of Spreadly Support Contacts to ensure timely responses to emails from Customer and to otherwise satisfy Spreadly's obligations under this Schedule 4.
- 3.2. In addition to the support levels described above, Spreadly operates internal monitoring and alert systems that run 24x7x365, Spreadly has resources from cross functional groups on call 24x7x365 in the event a critical issue arises. Additionally, we provide customers such as Sky the ability to raise a critical issue via redalert@spreadly.com. This email will trigger our incident response plan to take effect, the first step of which will alert our Support Engineering and Engineering team members on call 24x7x365 (weekly rotations), day or night, as well as Sky's Enterprise Account Manager who will immediately begin to liaise with Sky/Spreadly to resolve the critical issue. Spreadly shall make updates to the Transaction Processing Service available to Customer on a regular basis. In addition, Spreadly shall troubleshoot and use commercially reasonable efforts to resolve errors related to the Transaction Processing Service in accordance with the following table:



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Category	Definition	Spreedly Acknowledgement Time	Resolution or Temporary Fix Targets
Low	End-user or Customer complaint that requires investigation by Spreedly (including bugs not impacting API uptime)	Up to 24 hours	Next Update
Serious	Customer's use of Transaction Processing Service is severely impaired due to Spreedly-side issue	Up to 2 hours	24 Hours
Critical	Transaction Processing Service is unavailable due to Spreedly-side issue	Up to 30 minutes	8 Hours

Spreedly has internal systems and procedures in place to notify support personnel of critical issues with the Transaction Processing Service 24 hours a day, 7 days a week.

#### 4. REPORTING AND SERVICE REVIEW MEETINGS

##### 4.1. At Sky's request, Supplier shall provide periodic reporting as follows:

- 4.1.1. number of incidents logged per Service Level including response and resolve elapsed times;
- 4.1.2. for all incidents resolved provide a detailed description of all issue and all steps put in place to mitigate this Fault from re-occurring;
- 4.1.3. number of incidents logged versus incidents still active from previous report;
- 4.1.4. exceptions report for incidents not resolved in accordance with an Order;
- 4.1.5. any outstanding incidents which the Supplier is aware of but that have not been logged by Sky and Affiliates

##### 4.2. At Sky's and Affiliates request, the Supplier will attend quarterly service review meetings ("**Service Review Meetings**"), either on the phone or at premises of Sky or Affiliates (each Party bearing their own costs of attending any Service Review Meetings). Within these Service Review Meetings the Supplier will provide Sky and Affiliates with a list of all incidents and/or faults logged within the last quarter, Incident Resolution Times against Service Levels and any incidents and/or faults still outstanding.

##### 4.3. Supplier will provide the reporting as per paragraph 4.2 to Sky and Affiliates at least three (3) Business Days prior to the quarterly service review meeting.

##### 4.4. The Supplier will also periodically provide Sky and Affiliates with an updated version of their product roadmap for products applicable to services utilised by Sky subject to any obligations of confidentiality which Supplier may have to any of its partners.

#### 5. IMPROVEMENT PLAN

- 5.1. In the event of a Service Level Failure in any given month, Supplier shall promptly investigate the failure to establish the actions required to improve performance and, if reasonably possible, permanently remedy the cause of the performance problem (an "**Improvement Plan**").
- 5.2. Upon completion of the investigation, Supplier shall upon Sky's and Affiliates written request report to Sky and Affiliates the results of the investigation and details of the proposed actions to remedy the Service Level Failure.
- 5.3. Supplier shall implement the agreed remedy actions and shall upon Sky's and Affiliates written request, keep Sky and Affiliates informed of progress to completion of the work.
- 5.4. The cost of any implemented Improvement Plan including remedies and actions taken shall be at the cost of Supplier.



## Appendix 1

### ESCALATION CONTACT DETAILS

Escalation of any incidents or disputes under this Schedule 4 will be undertaken in accordance with the table below.

#### TECH

Level	Sky	Peacock	Spreedly
1	Heimdall Team <a href="mailto:dl-cisseplatformtechnologyottheimdall@sky.uk">dl-cisseplatformtechnologyottheimdall@sky.uk</a>	Heimdall Team <a href="mailto:dl-cisseplatformtechnologyottheimdall@sky.uk">dl-cisseplatformtechnologyottheimdall@sky.uk</a>	Spreedly Support <a href="#">Spreedly Help Center</a>
2	Ben Tidy Delivery Manager <a href="mailto:ben.tidy@sky.uk">ben.tidy@sky.uk</a>	Ben Tidy Delivery Manager <a href="mailto:ben.tidy@sky.uk">ben.tidy@sky.uk</a>	Milay Gonzalez Senior Director, Support Engineering <a href="mailto:mcgonzalez@spreedly.com">mcgonzalez@spreedly.com</a>
3	Andrew Akien Director of Digital Technology <a href="mailto:andrew.akien@sky.uk">andrew.akien@sky.uk</a>	Andrew Akien Director E-Commerce Platform <a href="mailto:andrew.akien@sky.uk">andrew.akien@sky.uk</a>	Daniel Scagnelli SVP Business Operations <a href="mailto:dscagnelli@spreedly.com">dscagnelli@spreedly.com</a>

#### PRODUCT/ACCOUNT MANAGEMENT

Level	Sky	Peacock	Spreedly
1	Sky payments team <a href="mailto:payments@sky.uk">payments@sky.uk</a>	Brendan Callinan Billing Ops Manager <a href="mailto:brendan.callinan@nbcuni.com">brendan.callinan@nbcuni.com</a>	Alexandra Fleming Account Manager <a href="mailto:amfleming@spreedly.com">amfleming@spreedly.com</a>
2	Lydia Field Senior Product Lead – Payments <a href="mailto:Lydia.field@sky.uk">Lydia.field@sky.uk</a>	Sunny Mui Senior Director, Product Management <a href="mailto:sunny.mui@nbcuni.com">sunny.mui@nbcuni.com</a>	Tyler Hodgins Senior Director, Client Services <a href="mailto:thodgins@spreedly.com">thodgins@spreedly.com</a>
3	Rhys Jones Director of OTT Product <a href="mailto:rhys.jones@sky.uk">rhys.jones@sky.uk</a>	Dina Juliano SVP D2C Product <a href="mailto:dina.juliano@nbcuni.com">dina.juliano@nbcuni.com</a>	Daniel Scagnelli SVP Business Operations <a href="mailto:dscagnelli@spreedly.com">dscagnelli@spreedly.com</a>