

STATEMENT OF WORK #2**Add Network Tokens to Chase Orbital**

This Statement of Work ("SOW"), dated as of 1/12/2022, (the "SOW Effective Date") is being entered into in connection with the Enterprise Services Agreement (the "Enterprise Services Agreement"), dated as of 5/8/2020 by and between **Priceline.com LLC** ("Company") and Spreadly Inc., a Delaware corporation ("Spreadly"). 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:** Spreadly will perform the following Services under this SOW:

(i) Spreadly will build Network Token functionality on the existing Spreadly Chase Orbital integration and execute on the following activities:

Development	- Update Active Merchant and Orbital Integration to accept Network Tokens - Update Spreadly core to support Network Tokens
Testing	- Build integration test suite - Conduct Unit, Regression, and internal Quality Acceptance Testing
Certification	- Open case and work with Chase Orbital to certify Network Token transactions
Project Management	- Manage development team, provide updated documentation, client management
Documentation	- Develop and publish client facing integration documentation and update existing Network Tokenization and Chase Orbital documentation on docs.spreadly.com

2. **Key Deliverables:**

- a. Launch production support for Network Tokens on Spreadly's Chase Orbital Integration
- b. Certify Spreadly's production support for Network Tokens on Chase Orbital with Chase
- c. Update and publish documentation on docs.spreadly.com

3. **Client Obligations:** In support of the Services that shall be provided by Spreadly hereunder, Company 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 Chase Orbital 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 two (2) to four (4) weeks.

6. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Client shall pay to Spreadly \$11,200.00 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 Company of the completion. Company shall have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Statement of Work. Company shall be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Company 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 Company 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 Client 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 thirty (30) 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.

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

[SIGNATURES ON FOLLOWING PAGE]

Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work #1 effective as of the SOW Effective Date.

SPREEDLY, INC.

DocuSigned by:

Justin Benson
Justin Benson

By: _____
Name: _____
Title: CEO

Priceline.com LLC

DocuSigned by:

Jacobus Kok
Jacobus Kok

By: _____
Name: _____
Title: VP, Product Management