**STATEMENT OF WORK #1**

**Field Level PAN Encryption**

11/22/2021

This Statement of Work ("SOW"), dated as of _____, (the "SOW Effective Date") is being entered into in connection with the Enterprise Services Agreement (the "Enterprise Services Agreement"), dated as of August 5, 2021 by and between Bink ("Company") and Spreedly Inc., a Delaware corporation ("Spreedly"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Enterprise Services Agreement.

1. **Description of Services and Work Product:** Spreedly will perform the following Services under this SOW:

   In order to enable field level encryption while performing a direct API post, Spreedly will extend the functionality of the existing Create Credit Card API endpoint to:

   - Allow two new attributes:
     - One attribute will be the unique reference to the stored certificate information in Bink's environment.
     - The second attribute will be a list of Spreedly's standard fields that have been encrypted on transport
   - When a payment method is posted to the /payment_method endpoint, Spreedly will evaluate the two new attributes and decrypt the fields defined with the appropriate key information.
   - After decryption, the Spreedly system will store the payment method in as it does today.

   The Services set out in this SOW, and the Work Product created thereby, comprise 'Services' for all purposes in the Enterprise Services Agreement.

2. **Deliverables & Key Milestones:** In accordance with the Services and Work Product described above, Spreedly will meet the following key deliverables and milestones:
   - Form a project team
   - Perform the development as described in this SOW
   - Facilitate Bink (and it's customers, as applicable) to perform a UAT test on the development
   - Update documentation with description of new behavior
   - Release to production

   Spreedly warrants and represents to the Company for the duration of the Enterprise Services Agreement that:
   - it has, and will continue to obtain, the full power and authority, consents and approvals necessary to provide the Services hereunder, create the Work Product, and perform all of its obligations under this SOW;
   - the: (i) services and Work Product provided or created by or on behalf of Supplier under this SOW (and any materials incorporated into, combined with, or required for the use, operation or exploitation of any Work Product); and (ii) use of such Work Product and other materials and receipt of the Services, in each case, will not constitute an infringement, misappropriation, violation or unlawful use or disclosure of any Intellectual Property Right or other right of any third party.

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

   - Bink will be responsible for adding and maintaining any certificates
   - Bink will be responsible for making code level changes within their system to implement usage of Field Level Encryption functionality delivered as described in this SOW
   - Bink will make available appropriate resources to facilitate UAT of the delivered work product within a timely manner
   - Bink will be responsible for using ec-prime256v1 or rsa-2048 based encryption

4. **Duration of Statement of Work:** This SOW shall commence on the SOW Effective Date and shall continue for six (6) months (the "SOW Initial Term"). The term of this SOW may also be extended by mutual agreement of the Parties upon execution of a change order.

5. **Timeline:** The project work will commence within two to four weeks of the SOW Effective Date and is estimated to last for a duration of approximately 3 to 5 weeks including testing, QA, and UAT. Breakdown of level of effort by functional area is as follows:

| Item | Description |
|---|---|
| Development | <ul><li>Update Spreedly to decrypt fields based on stored certificate details in the customer environment.</li><li>Update Spreedly payment method message to include two new attributes to identify certificate and fields to decrypt.</li><li>Unit testing and peer view</li><li>Additional security and compliance review.</li></ul> |
| QA Testing | <ul><li>Positive/negative testing for QA purposes.</li><li>Code update as necessary based on QA results and functional review.</li></ul> |
| Project Management | <ul><li>Manage development team, provide updated documentation</li></ul> |

6.   **Fees and Payment Terms:**  As consideration for the performance of the Services under this SOW, Client shall pay to Spreedly $20,800.00 invoiceable upon execution of this SOW.

7.   **Project Reporting:** Spreedly will provide a weekly project report via Confluence outlining the overall project status, work completed that week, work anticipated in the upcoming week, note risks and key dependencies.

8.   **Acceptance.** When Spreedly has identified a SOW as completed, Spreedly 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 SOW. Company shall be deemed to have accepted the deliverable(s) unless, prior to the expiration of the expiration of the Acceptance Period, Company 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 Company during the Acceptance Period, Spreedly 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.

9.   **Termination:**

   a.   Termination of this Agreement automatically causes simultaneous termination of all SOWs and/or Change Orders hereto..Upon termination of this Agreement, the Customer shall be obliged to pay (or Spreedly shall refund where fees have been paid in advance), 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.

10.   **Definitions**.

   a.   "Spreedly Technology" means all of the software products, solutions, applications and services that Spreedly develops (or previously developed), markets and licenses to Spreedly's customers in the ordinary course of Spreedly's business, including all updates, upgrades, new releases, new versions or other adaptations or modifications thereto.

   b.   "Work Product" means all works, drawings, documents, designs, specifications, inventions, works of authorship (including, without limitation, software), deliverables and other tangible materials, which are authored, prepared, created and developed by Spreedly in connection with the performance of the Services.

11.   **Additional Terms**.

   a.   Confidential Information. For avoidance of doubt, Spreedly's "Confidential Information" includes the source code for all Spreedly Technology and Work Product and the methods, algorithms, structure and logic, technical infrastructure, techniques, and processes used by Spreedly in developing, producing, marketing and/or licensing the Spreedly Technology and the Work Product.

   b.   Disclaimer of Warranties. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH HEREIN, THE WORK PRODUCT, THE SERVICES AND ALL OTHER INFORMATION AND MATERIALS PROVIDED BY SPREEDLY ARE PROVIDED "AS IS." SPREEDLY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

   c.   Project Change Control. In the event that the Services in this SOW need to be modified in any way for any reason, such modification must be made through a written project change request which is agreed to and signed by both parties.
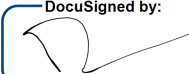
      d.    <u>Work Product</u>. Company acknowledges and agrees that Spreedly shall retain all right, title and interest in and to all Work Product, including all Intellectual Property Rights relating thereto, subject only to the license granted in this Section. Subject to Company's payment in full of all amounts payable under an applicable SOW, Spreedly grants to Company a non-exclusive license, during the term of Company's license to use the Spreedly Technology (as set forth in the Enterprise Service Agreement), to use the Work Product solely for its internal business operations, and solely as required to use the Spreedly Technology in accordance with the terms of the Enterprise Service Agreement. Notwithstanding the foregoing, Spreedly shall not rent, lease, license and/or sublicense any Work Product to any third party without Spreedly's prior written consent.

12.    **Incorporation of Terms.** All other terms and conditions of the Enterprise Services Agreement (as it may be amended from time to time) will apply to this SOW.

[SIGNATURES ON FOLLOWING PAGE]

Authorized representatives of the parties hereby agreed to and accept the terms of this SOW #1 effective as of the SOW Effective Date.
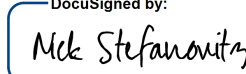
**SPREEDLY, INC.**

DocuSigned by:

By: _____
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Name: _____
Justin Benson

Title: _____
CEO

**Bink**

DocuSigned by:

*Nick Stefanovitz*

By: _____
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Name: _____
Nick Stefanovitz

Title: _____
Chief Commercial Officer