

ORDER #8**Custom Migration - Sky Store**

This Order ("**Order**"), dated as of last date of signing below (the "**Order Effective Date**") is being entered into by **Sky CP Limited** whose registered office is at Grant Way, Isleworth, Middlesex, TW7 5QD (company number 09513259) ("**Sky**") and **Spreedly, Inc.** whose registered office is at 300 Moris Street, Suite 400 Durham, NC 27701, a company registered in the State of Delaware, United States (file number 4387760) ("**Spreedly**") under and in accordance with the Special Terms and Conditions entered into by Sky and Spreedly dated October 15, 2019, as amended ("**Services Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Services Agreement.

1. Description of Services

- 1.1 Spreedly will provide Sky with Services under this Order including supporting and maintaining the import, script and transformer in order to accommodate Sky's phased migration plan of the Sky Store customer cards from MPP Global Solutions Limited ("**MPP**") and Adyen N.V. ("**Adyen**") to Spreedly.
- 1.2 In supporting the migration Spreedly shall:
- 1.2.1 update the import process to include additional metadata as described in in Schedule 1 to this Order;
 - 1.2.2 import non-standard fields in accordance Schedule 1 to this Order;
 - 1.2.3 support 4 test migrations for end to end functional testing. Such test migrations shall:
 - (a) be provided within a 24 hour turn around time per import file. The 24 hour turn around time is calculated from when Spreedly receives a workable, valid, and properly formatted file from Sky until Spreedly delivers the results files to Sky; and
 - (b) subject to 1.2.3(a), shall be provided during Spreedly business hours (8:30am-8:30pm Eastern Time) and workdays (Monday through Thursday).
 - 1.2.4 support the migration of approximately 657,000 Sky Store customer cards. Such migrations shall:
 - (a) include imports for preparation, processing, delivery of output file to Sky, delivery of error file to Sky, clean up, and close. Spreedly shall update the importer and results file to include additional attributes as described in Schedule 1 to this Order; and;
 - (b) be provided during Sky business hours save for the migration shall not be provided on weekends or United States public holidays during the Term.
- 1.3 Sky will be responsible for processing, reconciliation, and internal updates to Sky systems and applications after Spreedly has delivered the output file.

2. Deliverables

In accordance with the Services described above, Spreedly will provide to Sky the files as described in Schedule 1 to this Order.

3. Sky Dependencies

- 3.1 In support of the Services that shall be provided by Spreedly, Sky shall fulfill the following dependencies and produce and/or provide the following materials, equipment, technology and/or space to the extent necessary:
- 3.1.1 facilitate communication with MPP and Adyen and coordinate the distribution of the files to Spreedly along with the testing process. Sky acknowledges that if there is an issue with the file provided by MPP or Adyen (such as a structural issue, missing data, encryption flaw, incorrect encryption keys, etc) it will be Sky's responsibility to resolve issues with the files directly with MPP and/or Adyen;
 - 3.1.2 provide at least 1 week prior written notice to Spreedly for all migrations and test migrations including date of migration, estimated start time, import payment service provider (i.e Adyen or MPP), number of payment methods being migrated, and any additional considerations required to perform a successful import. This will include non-production test imports, smoke test for production, and production imports;
 - 3.1.3 ensure the existing sFTP servers maintained by Sky are fully operational and the existing SSH (being the method by which server is connected to) and sFTP process will be unchanged during migration windows; and
 - 3.1.4 provide Sky employees/personnel to support test migrations including test file generation.

(each a "Sky Dependency")

- 3.2 Spreadly will only be relieved from performing its directly affected obligations pursuant to this Order if, and to the extent that, the relevant non-performance directly results from a Sky Dependency not being met.
- 3.3 Spreadly will promptly notify Sky in writing in the event a Sky Dependency has not been met and of Spreadly's intention to be relieved from performing its directly affected obligations. Spreadly will in any event will use all commercially reasonable efforts to perform and to minimise the impact of such non-performance, notwithstanding that a Sky Dependency has not been met.

4. Duration of Order

This Order shall commence on the Order Effective Date and shall continue until 2 June 2022 unless terminated earlier in accordance with the Services Agreement or extended by mutual agreement of the parties ("Term").

5. Fees and Payment Terms

As consideration for the performance of the Services under this Order, Sky shall pay Spreadly the total charges of USD \$8,200 (excluding VAT). Spreadly shall be entitled to raise an invoice for the total charges upon last date of signature of this Order.

6. Data Protection

The details of the personal data processing carried out by Spreadly in connection with the Services provided under this Order are set out in Annex 1 to Schedule 6 of the Services Agreement. For the avoidance of any doubt the parties agree that the signed Model Clauses set out in Schedule 5 of the Service Agreement do not apply.

7. Incorporation of Terms

The Services Agreement will apply to this Order to the exclusion of to the exclusion of all other terms and conditions. Except where any provision in this Order is expressly stated to amend the Services Agreement, in the event of any conflict or inconsistency between this Order and the Services Agreement, then the provisions contained in the Services Agreement will prevail.


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

For and on behalf of **SPREEDLY, INC.**

16 May 2022

Date: _____
Name: Nellie Vail
Title: _____

CFO

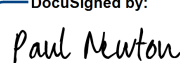
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For and on behalf of **SKY CP LIMITED**

13 May 2022

Date: _____
Name: Paul Newton
Title: _____

Head of Commercial

DocuSigned by:

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SCHEDULE 1
SKYSTORE CARD MIGRATION

1. Overview

This Schedule 1 provides the necessary file formats, method of transmission, and file naming conventions when performing the card migration into Spreedly from existing third party processors. There are a few differences in this process from the traditional card migration flow for Spreedly:

- the format and content of the vaulting success file;
- the third party vaulting (“TPV”) of card data to Adyen after cards are vaulted; and
- setting the imported cards as eligible_for_card_updater to false.

2. Spreedly Processing of Inbound File

When processing an inbound file from MPP, Spreedly will create a new payment method for each row contained in the inbound file. The following table details which inbound column is mapped to which Spreedly attribute on the payment method object:

MPP Column	Payment Method Attribute	Business Rule
shopperemail	email	
ownername	first_name	
ownernamepostfix	last_name	
Billinghousenumberorname + billingstreet	address1	Logic joins two columns based on data in columns
billingcity	city	
billingstate	state	
billingpostalcode	zip	
billingcountry	country	
cardnumber	number	
expirymonth	month	
expiryyear	year	
billingphone	phone_number	
obfuscatedId	metadata.customerReference	For MPP only, if the column obfuscatedId exists on the row <i>and</i> contains a value, a new metadata.customer Reference attribute will be created. If no data is available, no metadata.customerReference attribute will be created.

3. **Spreedly Response Files**

Spreedly will provide two types of response files in the card migration process being:

- Success file: Regardless of the source of card data (MPP or Adyen) the success file will be the same format (detailed below); or
- Error File: A list of inbound cards that failed to be vaulted at Spreedly.

Both files will be in a .csv file format.

Response File Names:

Spreedly shall echo back the name of the file as received from MPP or Adyen when sending to Sky. For example:

- **MPP Inbound to Spreedly File Name:** MPP_batch1.txt; and
- **Spreedly to Sky File name:** MPP_batch1.txt.

It is assumed by Spreedly that all file names coming from the processor will be unique and will not cause any collisions on the Sky sFTP server.

Success File:

The success file will contain:

- Any card imported from MPP or Adyen that is successfully entered into the Spreedly vault; and
- For an MPP inbound file, if a card could not be imported into Adyen during the TPV process, then the column *spreedly_third_party_token* and *adyen_third_party_token* will be empty.

Note:

- The success file will contain 1 header row.
- The header row column names should be the same as listed below in the “Column Name”

Column Name	Description	Business Rules
token	Spreedly Payment Method Token	N/A
spreedly_third_party_token	Spreedly Payment Method token for third party payment method	If this is an Adyen import, this field should be empty. No TPV will execute. If this is an MPP import this will contain the token from TPV process if TPV was successful. If there is an error on TPV, this field will be empty
adyen_third_party_token	Adyen recurringDetailRef	If this is an Adyen import, map the recurringDetailRef from inbound file to this field. If this is an MPP file and TPV is successful, it should contain only the recurringDetailRef portion of the third_party_token. If TPV failed, this field should be empty
shopper_reference	Unique shopper reference	Available from MPP and Adyen file
email	Card holder email	If available, it will be populated.
first_six_digits	First 6 digits of card	
last_four_digits	Last 4 digits of card	

card_type	Spreadly card type indicator.	credit_card, bank_account, apple_pay, google_pay, third_party_token, etc.
first_name	Card holder first name	
last_name	Card holder last name	
year	Card expiration year	
month	Card expiration month	
address1		If available, it will be populated.
address2		If available, it will be populated.
city		If available, it will be populated.
state		If available, it will be populated.
zip		If available, it will be populated.
country		If available, it will be populated.
phone_number		If available, it will be populated.
spreadly_fingerprint	Spreadly payment method fingerprint	Include for both Adyen and MPP
from_cardalias	Source file fingerprint	Map to cardalias from import file for both MPP and Adyen
recurring_contract		For Adyen import, this will be empty. For MPP import, this should be either RECURRING or ONECLICK if available on the inbound file.
date_card_added	Date card was created by the processor.	For Adyen import, this will be empty. For MPP, this will be from the inbound file. Use ISO 8601 format. Example: 2015-08-17T23:00:00Z
customer_reference	Unique customer reference from MPP.	For MPP files, Spreadly will map the inbound column obfuscatedId to this field. For Adyen, this will be empty.

Error File

If a file from either MPP or Adyen cannot be imported into the Spreadly vault, a single column CSV file will be provided.

Note: Do not encrypt this file with the PGP key. Also, do not include a header row in the file output.

Column Name	Description	Business Rules
source_token	Unique reference from the source inbound file	This should be the unique shopperreference value from either MPP or Adyen indicating which card cannot be imported.

4. sFTP Process for Response Files

The following table lists where files should be placed at Sky:

Development/Testing	
sFTP site	sftp://nowtvccmig-dev.sftp.upload.akamai.com
Success File	/spreadly_dev/client-int/success_files
Error File	/spreadly_dev/client-int/error_files

Production	
sFTP site	sftp://nowtvccmig-prod.sftp.upload.akamai.com
Success File	/spreadly_prod/success_files
Error File	/spreadly_prod/error_files

The files shall be sent to Sky's SFTP server that it is a two part process, namely:

- (i) when transmitting the file, the file should be named with a temporary extension: MPP_batch1.tmp; and
- (ii) when transmission is complete, the file should be renamed to: MPP_batch1.txt.