

## STATEMENT OF WORK #3

### Weekend Support Hours

This Statement of Work #3 ("SOW"), dated as of March 3, 2022 (the "SOW Effective Date") is entered into by and between Warner Media, LLC ("WarnerMedia" or "**Customer**") and Spreadly Inc. ("Spreadly") pursuant to the Master Services Agreement by and between WarnerMedia and Spreadly with an effective date of March 15, 2021 (the "**Agreement**"). This SOW is incorporated by reference and subject to and governed by the terms and conditions set forth in the Agreement. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement. WarnerMedia and Customer Affiliates are referred to collectively herein as "Customer". In the event of a conflict between the terms and conditions of the Agreement and this SOW, the terms of this SOW shall govern and control. Any work commenced prior to the SOW Effective Date pertaining to the Professional Services and Deliverables herein shall be subject to and governed by the terms and conditions of this SOW and the Agreement.

1. **Description of Services and Work Product:**

Under this SOW, Spreadly will provide personnel (a "**Support Engineer**") to support WarnerMedia outside of Spreadly's normal support hours. Spreadly will make at least one Support Engineer available at all times on March 5, 2022 and March 6, 2022 from 9:00 AM to 5:00 PM Western European Standard Time (4:00 AM to 12:00 PM EST) to monitor WarnerMedia's support requests. This support does not include items requiring access to confidential card database (migration) and certain secure Spreadly tools. Spreadly's Support Engineers will be available to review and troubleshoot customer tickets, provide T1 support, and coordinate incident response if necessary (which excludes items that require access to secure systems). Spreadly's Support Engineers will be able to escalate non-critical issues to T2/T3 for continuation of work the following week during regular support hours. The Support Engineer will be able to engage the Incident Response process on behalf of the customer for any critical issues.

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

- Customer will facilitate WarnerMedia's inquiries to Spreadly via Spreadly's [support portal](#) or by emailing [support@spreadly.com](mailto:support@spreadly.com)
- Customer shall provide the relevant information to Spreadly's personnel to enable research and triage of WarnerMedia's questions or issues including but not limited to transaction or payment method tokens, descriptions of behavior and steps to reproduce

3. **Duration of Statement of Work:** This SOW shall commence on the SOW Effective Date and shall continue through and including March 6, 2022 (the "SOW Term"). The term of this SOW may also be extended by mutual agreement of the Parties upon execution of a change order.

4. **Timeline:** The extended support hours will commence on March 5, 2022 at 9:00 AM Western European Standard Time and will complete at 5:00 PM Western European Standard Time on March 6, 2022.

5. **Fees and Payment Terms:** As consideration for the performance of the Services under this SOW, Customer shall pay to Spreadly a fixed fee of three thousand two hundred dollars (USD \$3,200.00) invoiceable upon execution of this Statement of Work. Customer shall pay all invoices hereunder in accordance with **Section 4.1 (Payment)** of the Agreement.

All invoices shall be sent to [turner\\_invoice@onlinecapturecenter.com](mailto:turner_invoice@onlinecapturecenter.com) or mailed to:

Turner Broadcasting System, Inc.  
P.O. Box 5520  
Portland, OR 97228-5520

All invoices shall include the following contact name: Angela Foell

Customer may change this invoice information upon written notice (e-mail acceptable) to Spreadly.

Customer may elect to pay all amounts due under this SOW either by:

(a) ACH payment or wire transfer to the following account:


Receiver: Silicon Valley Bank  
ABA/Routing #: 121140399  
SWIFT Code: SVBKUS6S  
Beneficiary: 3301451580  
Spreadly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
USA

(b) check delivered to the address specified in the relevant invoice.

The Parties may execute this SOW in counterparts, each of which shall constitute an original for all purposes, including any copies of same, and all duplicate counterparts will be construed together and constitute one instrument. The Parties will be bound by signatures made by hand, or by signatures made by electronic means on the signature line of this Agreement. The Parties agree that such signatures are binding and may be transmitted by mail, hand delivery, facsimile, email and/or any other electronic method to the other Party or, if applicable, counsel of record for the Party, and will have the same binding effect as any original ink signature.

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

**SPREEDLY, INC.**

By:   
Name: Nellie Vail  
Title: CFO

**Warner Media, LLC**

By:   
Name: Mary Oehrlein  
Title: VP, Global Sourcing & Partnerships

**APPROVED**  
By WarnerMedia Legal at 11:00 am, Mar 03, 2022








# Spreadly Inc#3 (Weekend Support Hours) (FINAL VERSION 3.2.22)\_4986866\_5

Final Audit Report

2022-03-05

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