

## SCOPE OF WORK

### Third Party Vaulting 'Safetech Tokenization' on Orbital


This Scope Of Work ("SOW"), is being entered into by and between New York Times Company ("Company") and Spreadly, Inc., ("Vendor" or "Spreadly") as of the last date of signature by a party (the "SOW Effective Date") and is governed by the Software Services Agreement dated December 19, 2022 (the "Agreement"). Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Agreement or in the applicable Documentation.

- i. **Description of Services:** Spreadly will perform the following Professional Services under this SOW:
  - a. (85% of services) Add support for Third Party Vaulting functionality on Spreadly's Chase Orbital integration (as indicated in the applicable documentation here: <https://docs.spreadly.com/payment-gateways/orbital/>)
  - b. (15% of services) Open case and work with Chase Orbital to certify Tokenization transactions
- ii. **Key Milestones & Deliverables:**
  - For integration:
    - Add payment operations Store and the ability to transact with third party tokens on Orbital to Spreadly's Active Merchant open source library
    - Add and Merge card operations to Spreadly's Core Platform, deploy in Production
    - Build integration test suite and conduct Unit, Regression, and internal Quality Acceptance Testing
    - Publishing integration documentation at [docs.spreadly.com](https://docs.spreadly.com)
  - For Certification:
    - Open Case with Chase Orbital
    - Work with assigned analyst to complete necessary tests and remediations as needed
    - Achieve certification as represented by a completed test suite
- iii. **Company Obligations:** In support of the Professional Services that will be provided by Spreadly hereunder, Company will fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:
  - Facilitate communication with integration partners, if needed, in order to help Spreadly gain access to an account with support for testing purposes
  - Make resources available for testing and review of deliverables in a timely manner
  - Provide Spreadly access to Company contact for testing and review of deliverables in a timely manner
  - Test and accept deliverables
  - Update Company implementation as necessary to use deliverables functionality
  - Facilitate or participate in any third party conversations with Chase Orbital as needed
- iv. **Duration of Statement of Work:** This SOW will commence on the SOW Effective Date and will continue until the deliverables as described above have been Accepted by Company (the "SOW Initial Term").
- v. **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 three (3) to four (4) weeks. Spreadly cannot guarantee a timeline for certification achievement.
- vi. **Fees and Payment Terms:** As consideration for the performance of the Professional Services under this SOW, Company will pay to Spreadly \$11,200.00 invoiceable upon execution of this SOW.
- vii. **Acceptance:** When Spreadly has identified a Statement of Work item as completed, Spreadly will provide written notification (electronic or otherwise) to Company of the completion. Company will have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the SOW. Company will 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 the non-conformities are identified.
- viii. **Incorporation of Terms:** All other terms and conditions of the Agreement will apply to this SOW.

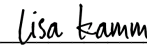
[Signatures on Next Page]

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

**SPREEDLY, INC.**

DocuSigned by:  
By:   
Name: Nettie Vall  
Title: CFO  
8/11/2023

**NEW YORK TIMES COMPANY**

DocuSigned by:  
By:   
Name: Lisa Kamm  
Title: SVP Product  
8/10/2023