

## STATEMENT OF WORK #2

### After Hours Migration Support

This Statement of Work #2 ("SOW"), dated as of October 23, 2021 (the "SOW Effective Date") is entered into in by and between Warner Media, LLC ("WarnerMedia" or "Customer") and Spreedly Inc. ("Spreedly") pursuant to the Master Services Agreement by and between WarnerMedia and Spreedly 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:**

The Services and Deliverables to be provided by Spreedly to WarnerMedia, if so requested by WarnerMedia, are outlined below, and the delivery of such Services and Deliverables pursuant to and in accordance with the time schedule set forth in **Section 5** below are an essential condition for the fulfillment of the Agreement and this SOW.

Spreedly will provide personnel ("**Spreedly Resources**") to support the migration of WarnerMedia's and its Affiliates' Spanish and Nordic End Users' payment information ("**Migration Data**") in order to facilitate timely delivery of the migration during non-standard business hours.

2. **Deliverables & Key Milestones:**

In order to enable a timely migration of Migration Data, Spreedly will:

- Be on call as needed by WarnerMedia to accept the Migration Data from 9:00 AM EST to 6:00 PM EST on Saturday, October 23, 2021 and Sunday, October 24, 2021, if needed, via the preconfigured Spreedly SFTP.
- Facilitate and monitor the migration process to completion, including between 9:00 AM EST to 6:00 PM EST on Saturday, October 23, 2021 and Sunday, October 24, 2021, if needed.
- Return the results of the migration (including 2 output files, 1 for Credit/Debit Cards, and 1 for PayPal) and mapping files to WarnerMedia.

3. **Customer Obligations:** In support of the Professional Services that shall be provided by Spreedly hereunder, Customer shall fulfill the following obligations and produce and/or provide the following::

- Customer will facilitate and participate in any conversations with their respective payment partners as reasonably required in order to successfully meet the requirements of this SOW
- Files received from Zuora (WarnerMedia's prior billing/invoicing system for its European affiliates) will be in the previously tested and approved format
  - Credit Cards:  
"AccountId", "CreditCardHolderName", "CreditCardNumber", "CreditCardExpirationMonth", "CreditCardExpirationYear", "NetworkTransactionID"
  - PayPal:  
"PaymentMethod.AccountId", "PaymentMethod.AccountNumber", "PaymentMethod.Id", "PaymentMethod.PaypalBaid", "PaymentMethod.PaypalEmail", "PaymentMethod.PaypalPreapprovalKey", "PaymentMethod.PaypalType", "PaymentMethod.LastFailedSaleTransactionDate", "PaymentMethod.LastTransactionDate", "PaymentMethod.LastTransactionStatus"
- Customer will verify the number of payment methods to be migrated prior to Thursday, October 21, 2021

4. **Term of Statement of Work:** The term of this SOW shall commence on the SOW Effective Date and shall continue until the entirety of the Professional Services, work product and Deliverables described herein have been delivered and Acceptance has been provided by Customer (the "SOW Term"). The SOW Term may also be extended by mutual agreement of the Parties upon mutual execution of a change order or amendment to this SOW.


5. **Timeline:** The Professional Services will commence immediately upon SOW Effective Date and is estimated to last for no more than forty-eight (48) hours. For clarity, WarnerMedia is under no obligation to incur all or any of the fees or utilize all or any Services for the Spreedly Resources described hereunder.

6. **Fees and Payment Terms:** As consideration for the performance of the Professional Services under this SOW, Customer shall pay to Spreedly \$200.00 per person per hour for actual time spent executing the Services under this SOW. The total fees under this SOW will not exceed \$3,200 ("**Project Not-to-Exceed Amount**"), and Spreedly will not invoice Customer for more than the Project Not-to-Exceed Amount without a mutually executed Change Order or Amendment to this SOW authorizing such increase. Spreedly will invoice Customer based on the number of hours actually worked by the Spreedly Personnel during the SOW Term and only upon Customer's Acceptance of the Services and Deliverables under this SOW. Customer shall pay all invoices hereunder in accordance with Section 4.1 (Payment) of the Agreement.

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: Justin Benson  
Title: CEO

**WARNER MEDIA, LLC**

By:   
Name: Mary Oehrlein  
Title: VP, Global Technology Sourcing

**APPROVED**  
By WarnerMedia Legal at 1:15 pm, Oct 13, 2021








# Spreadly - SOW #2 (Data Migration) - Final, 10.13.21\_4822891\_5

Final Audit Report

2021-10-18

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-  Document created by Marlee Hollomon (Marlee.Hollomon@warnermedia.com)  
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