

## Release Order

**DATE:** This Release Order will be effective on June 1<sup>st</sup> 2021 (the “**Release Order Effective Date**”).

**BP reference number:** **CW192679**

**Description:** Description: Supplier will deliver implementation services and work product to Customer for deployment of Spreadly’s API’s as detailed in Attachment 1 (Service Description).

This Release Order is executed under a Service Agreement (BP reference number CW192660) between BP INTERNATIONAL LIMITED and SPREEDLY, INC. Effective date **June 1<sup>st</sup> 2021** (the “**Global Agreement**”).

**Parties:**

- (1) BP INTERNATIONAL LIMITED, a company incorporated in England and Wales (registered no. **00542515**) having its registered office at Chertsey Road, Sunbury on Thames, Middlesex, TW16 7BP, United Kingdom (the “**Customer**”); and
  - (2) SPREEDLY, INC., a company incorporated in the State of Delaware having its principal office at 300 Morris Street, Suite 400, Durham, North Carolina, USA 27701, (the “**Supplier**”).
- 1 This Release Order shall be constructed and interpreted in accordance with clauses 1 and 2 of the Global Agreement.
  - 2 This Release Order incorporates the following Attachments:
    - 2.1.1 Attachment 1: Service Description
    - 2.1.2 Attachment 2: Pricing and Financial Provisions
    - 2.1.3 Attachment 3: Special Conditions
  - 3 This Release Order shall take effect on the Release Order Effective Date and, subject to the termination rights in the Global Agreement shall expire on the earlier of (1) completion of the professional services and delivery of the Deliverables or (2) **31 July 2021**. The Customer may not extend the Term of the Release Order. The Services shall commence on the Service Commencement Date specified in Attachment 1 (*Service Description*).
  - 4 Each Party shall have the additional or varied rights and obligations given to it in Attachment 3 (*Special Conditions*).
  - 5 A notice under or in connection with this Release Order shall be in writing and in English. A notice shall be deemed given when delivered in person or five (5) days after proper mailing to the postal address set out below:

| Customer   | Supplier   |
|--|--|
| Postal Address: Procurement Contracts Administrator (UK) – Retail Technology Procurement | Postal Address:<br>300 Morris Street, Suite 400, Durham, North Carolina, USA 27701 |

| Customer  | Supplier   |
|---|--|
| BP ICBT, Chertsey Road, Sunbury on Thames,<br>Middlesex. TW16 7LN. UK |  |
| For the attention of: 'Category Leader – Retail Technology            | For the attention of:<br>Nellie Vail<br>VP of Finance and International Operations |
| Email address: Andrew.Jackson@bp.com                                  | Email address: nellie@spreedly.com   |

- 6** This Release Order and its Attachments, the General Terms, incorporated Schedules and any other documents referred to in the Release Order constitute the entire agreement between the Parties with respect to the subject matter of the Release Order and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between the Parties with respect to that subject matter, provided that neither Party is attempting to exclude any liability for fraudulent misrepresentations. No conflicting or additional terms or conditions endorsed on, delivered with or contained in any Supplier quotation, acknowledgement of order, delivery note, invoice or other Supplier document shall form part of the Release Order and all such conflicting or additional terms are hereby rejected by the Customer. The Release Order may be entered into in any number of counterparts.

**EXECUTED** by the Customer and the Supplier

SIGNED by

**Andrew Jackson,**

**Retail Technology Category Lead**

for and on behalf of BP International Limited

} DocuSigned by:  
Andrew Jackson  
F7E82C13719043A...  
28-May-21

SIGNED by **Justin Benson, CEO**

for and on behalf of Speedly, Inc.

} DocuSigned by:  
Justin Benson  
9624ED07D136401...  
28-May-21

## **Attachment 1 to the Release Order (Service Description)**

### **1 Service Description**

See Schedule 2: Service Description of the Agreement (BP reference number CW192660)

### **2 Implementation Services Scope & Timeline**

The Speedly implementation can be completed in as little as a few weeks, but on average takes a few months depending on the complexity of implementation and follows the general process outlined below:

- Project Kickoff
  - Define project
    - Create a project Charter with goals, scope, and KPIs
  - Provide an introduction to implementation process
  - Provide a suggested Implementation Plan for your best time to value
- Technical Training
  - Share best practices for implementation
  - Provide tools to aid in implementation
  - Deep dive into payments flows
  - Provide a Technical Solution Guide documenting your Speedly use
- Technical Implementation
  - Provide SME support for your teams
  - Weekly check in calls
  - Provide additional product/technical training as needed
- Architecture Review & Testing
  - Support with any testing initiatives you have
  - Review your implementation and provide feedback
- Migration (depending on your go-to-market approach)
  - Implementation Consultant can help determine if this is needed
  - Work together to establish migration plan
  - Coordinate with our Support team to ensure smooth import of existing payment methods
- Go Live
  - Our teams will be on alert to monitor your launch
  - Provide a retrospective on your Speedly Implementation and revisit your KPIs
  - Enterprise Customer Success will provide continued support.

An approximate timeline will be as follows:

1. Assignment by Supplier of an Enterprise Account Manager and Implementation Consultant.
2. Host Implementation Kickoff Call & Implementation Project Charting Exercise
3. Deliver Technical Solution Guide
4. Provision production-level account access to the Service
5. Assist Customer team Account setup, environment configuration, defining card capture mechanism, gateway and receiver setup
6. Integration meetings with Customer as needed up to weekly
7. Conduct integration Architecture Review upon client request
8. Provide testing support prior to first production transaction go-live
9. Payment Method Migration Coordination Services as needed per Customer requirements
10. Launch Support coordination and first production transaction go-live monitoring

**Deliverables:** Supplier will produce the following deliverables of material value to Customer:

1. Implementation Project Charter
2. Implementation Project Plan

3. Technical Solution Guide
4. Shared Slack workspace for project collaboration through first production transaction go-live
5. Production level account
6. Integration Architecture Review
7. First Production go live launch team comprised of Spreadly Account Management, Implementation, and Support Engineering to coordinate and monitor initial Customer first production transaction launch

The scope of work under this Release Order will be considered complete upon delivery and acceptance by Customer of all work product, Services, and Deliverables described above.

### **3 Service Commencement Date**

Implementation services shall commence on 01 June 2021 and will continue until all work under this Release Order will be considered complete upon delivery and acceptance by Customer of all work product, Services, and Deliverables described above.

**Attachment 2 to the Release Order (Pricing and Financial Provisions)**

1. Customer shall pay Supplier a one-time fee of \$30,000, to be invoiced within 10 days upon execution of this Release Order #1.
2. Payment of charges shall be made in accordance with Schedule 3, Clause 2 of the Global Agreement (BP reference number CW192660)

**Attachment 3 to the Release Order (Special Conditions)**

1. This Attachment 3 is not applicable to this Release Order.

**Certificate Of Completion**

Envelope Id: 6586898043B642BA8F814EA63BEE73C7

Status: Completed

Subject: CW192679 - RO - PROVISION OF IMPLEMENTATION SERVICES FOR DEPLOYMENT OF SPREEDLY'S API

Document Description:

BP Agreement Repository (Oyster) Number::

Team::

Accountable Team::

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Norashikin Dzulkeffle

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Sunbury-on-Thames, Middlesex TW16 7LN

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norashikin.dzulkeffle@bp.com

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**Signer Events**

Andrew Jackson

andrew.jackson@bp.com

Market sector procurement downstream

BP- R&amp;M Procurement

Security Level: Email, Account Authentication  
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Accepted: 5/28/2021 1:11:34 AM

ID: f9948ee8-0414-4b59-9e36-2995637d422a


Justin Benson

justin@spreedly.com

CEO

Spreedly

Security Level: Email, Account Authentication  
(None)

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 9624ED07D136401...

Signature Adoption: Pre-selected Style

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Signed: 5/28/2021 6:17:30 AM

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| Editor Delivery Events       | Status    | Timestamp |
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| Intermediary Delivery Events | Status    | Timestamp |
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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### **How to contact BP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to DocuSign@bp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online agreement signing - agreement may not be signed by BP..

**Required hardware and software**

|                            |   |
|----------------------------|---|
| Operating Systems:         | Windows2000? or WindowsXP?  |
| Browsers (for SENDERS):    | Internet Explorer 6.0? or above   |
| Browsers (for SIGNERS):    | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)  |
| Email:                     | Access to a valid email account   |
| Screen Resolution:         | 800 x 600 minimum   |
| Enabled Security Settings: | <ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul> |

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify BP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by BP during the course of my relationship with you.