ORDER #9

Custom Migration - Project Earth

This Order ("Order"), dated as of last date of signing below (the "Order Effective Date") is being entered into by Peacock TV LLC whose registered office is at 30 Rockefeller Plaza, New York, NY 10112 ("Peacock") 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 CP Limited and Spreedly dated October 15, 2019, as amended ("Services Agreement"). Peacock is a member of the Sky Group under the Services Agreement and is entitled to enter into this Order pursuant to Section 2.1 of Schedule 7 of the Services Agreement. References to Sky in the Services Agreement shall, as applied to this Order, be understood as references to Peacock. Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Services Agreement.

1. **Description of Services:** Spreedly will perform the following Services under this Order:

    - Import non-standard fields per Peacock requirements
    - Support and maintain the importer, script and transformer in order to accommodate Peacock's phased migration plan
    - Support Peacock Card Migration Plan – multi import migration
        - Support two (2) test migrations to support Peacock end to end functional testing and provide 48 hour turnaround time SLA per import file. The 48 hour SLA will begin when we have received a workable, valid, and properly formatted file and the transfer will be deemed complete when Spreedly delivers results files to Peacock.
            - This support will be confined to Spreedly business hours (8:30am-8:30pm Eastern Time) and workdays Monday through Thursday.
        - Support two (2) Project Earth migrations and provide 48 hour turnaround time SLA per import file. The 48 hour SLA will begin when we have received a workable, valid, and properly formatted file and the transfer will be deemed complete when Spreedly delivers results files to Peacock.
    - Staff imports for prep, processing, output delivery, error file delivery, clean up, and close

        The Services will be available during Spreedly's normal business hours, 8am-6pm Eastern time, Monday-Friday, excluding weekends or US holidays (Martin Luther King Day 1/18, Presidents Day 2/15, Memorial Day 5/30, Juneteenth 6/20, Independence Day 7/4, Labor Day 9/5, Thanksgiving 11/26 & 11/27, Christmas 12/24 & 12/25)

2. **Deliverables & Key Milestones:** In accordance with the Services described above, Spreedly will meet the following key deliverables and milestones.
    - Test Migrations
        - Support two (2) test migrations for end to end functional testing and provide enhanced 48 hour turnaround time SLA per import file. The 48 hour SLA will begin when we have received a workable, valid, and properly formatted file and the transfer will be deemed complete when Spreedly delivers results files to Peacock.
    - Project Earth Migrations
        - Support one (1) migration of users from PayU with enhanced service levels: a 48 hour turnaround time, expanded data set file returns, vaulting at Rapyd.
        - Support one (1) migration of users from Cybersource with enhanced service levels: a 48 hour turnaround time, expanded data set file returns, vaulting at Rapyd.

3. **Peacock Obligations:** In support of the Services that will be provided by Spreedly hereunder, Company will fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

    - Peacock will facilitate communications with Showmax, PayU, Cybersource, and Rapyd, and coordinate the distribution of their files and instructions for testing. Peacock acknowledges that if there is an issue with the file provided by PayU or Cybersource (e.g. a structural issue, missing data, encryption flaw, incorrect encryption keys, etc.) the import will not be able to proceed as planned and will impact Spreedly's ability to meet the delivery SLA described in sections 1 and 2 above and Spreedly will not be held liable for such failure. It will be Peacock's sole responsibility to resolve any issues directly with PayU and/or Cybersource. Such issues may also result in additional resource hours to troubleshoot and identify issues, and reprocess files that may lead to estimated resource time overrun. The parties agree that Spreedly will be entitled to additional fees if the required hours exceed the scope of Service set out in this Order.
    - Peacock will provide one (1) week prior notice for all migrations and test migrations including date of migration, estimated start time, import PSP (PayU or Cybersource), 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.
    - Peacock will ensure the existing sftp servers maintained by Peacock are fully operational and the existing SSH and sFTP process will be unchanged during migration windows. If any issues arise with access or connectivity to Peacock's sFTP environment the import process, Spreeedly will not be liable for not meeting the SLAs described in sections 1 and 2 .
    - Activate resources, including test file generation, to support test migrations.
    - Peacock is solely responsible for all processing, reconciliation, and internal updates to Peacock systems and applications after Spreedly has returned an output file.
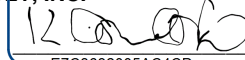
4.   **Duration of Order:** This Order will commence on the Order Effective Date and will continue for six (6) months. The term of this Order may also be extended by mutual agreement of the Parties upon execution of a change order.

5.   **Timeline:** The project work will commence promptly on the Order Effective Date and last for a duration of six months.

6.   **Fees and Payment Terms:** As consideration for the performance of the Services under this Order, Client will pay to Spreedly $21,600.00 invoiceable upon execution of this Order.

7.   **Acceptance:** When Spreedly has identified a Order item as completed, Spreedly will provide written notification (electronic or otherwise) to Peacock of the completion. Peacock will have 10 business days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Order. Peacock will be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Peacock provides Spreedly 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 Peacock during the Acceptance Period, Spreedly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date the non-conformities are identified.

8.   **Incorporation of Terms:** All other terms and conditions of the Services Agreement will apply to this Order.

9.   **References**:

https://confluence.external-share.com/content/ba602c72-9a15-4843-b5f1-69773bba767c

[SIGNATURES ON FOLLOWING PAGE]

Authorized representatives of the parties hereby agreed to and accept the terms of this Order #9 effective as of the Order Effective Date.

SPREEDLY, INC.

By: _____

Name: Connell Vail

Title: CFO

Date: Aug 3, 2023

PEACOCK TV LLC

By: _____

Name: Matthew Wolf

Title: SVP Global Delivery

Date: Aug 2, 2023

ORDER #10

Dispatch API Enhancements

This Order ("Order"), dated as of last date of signing below (the "Order Effective Date") is being entered into by Peacock TV LLC whose registered office is at 30 Rockefeller Plaza, New York, NY 10112 ("Peacock") 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 CP Limited and Spreedly dated October 15, 2019, as amended ("Services Agreement"). Peacock is a member of the Sky Group under the Services Agreement and is entitled to enter into this Order pursuant to Section 2.1 of Schedule 7 of the Services Agreement. References to Sky in the Services Agreement shall, as applied to this Order, be understood as references to Peacock. Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Services Agreement.

1.   **Description of Services:** Spreedly will perform the following Services under this Order:

Spreedly will update the dispatch() API endpoint functionality with enhanced management of specific errors returned from a gateway. Spreedly will update the Rapyd Gateway Token to accept a list of error codes

2.   **Deliverables & Key Milestones:**
   - Dispatch Updates
       - Update Rapyd gateway configurations to accept a list of error codes.
       - Update Dispatch() logic such that at time of execution if an error is returned from the gateway and it matches the list defined for the gateway referenced in the Dispatch() call, processing will stop and no failover will occur. If the error returned is not in the gateway's known list of errors, processing would continue such that it will follow the "stop_on_gateway_failure: false" protocol and roll over to the next defined gateway to execute.
       - Update Dispatch() logic so that if the attribute "stop_on_gateway_failure: false" and the error code matches the defined listed stored with the gateway configuration processing will stop.

3.   **Peacock Obligations:** In support of the Services that will be provided by Spreedly hereunder, Peacock will fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

   - Peacock will be responsible for making code level changes within their systems to implement usage of Dispatch API functionality delivered as described in this Order
   - Peacock will be responsible for maintaining the list of error codes they would like to stop processing within Dispatch() and ensuring the configuration of error codes aligns with the latest Rapyd published documentation.
   - Peacock will make available appropriate resources to facilitate user acceptance testing of the Deliverables within a timely manner
   - Peacock will be responsible for accessing the Custom Analytics Dashboard in order to view changes to the Error Code list

4.   **Additional Considerations:**

   - For Rapyd, Spreedly currently maps to **error messages** for the "response.error_code" that will be utilized to control the dispatch logic.
       - See: https://docs.rapyd.net/build-with-rapyd/reference/error-messages
   - The current error codes evaluated for Rapyd that are mapped to Spreedly's "response.error_code" are appropriate for the error code evaluation and logic proposed.
   - Dispatch() command won't interpret anything in the GSRF's responses with regards to additional error codes there.
   - If error codes are not mapped to gateways as proposed in this Order, the dispatch() command will execute with default parameters.
   - No additional logic will be added to timeouts, e.g. shortening length of Spreedly's default timeout thresholds.

5.   **Duration of Order:** This Order will commence on the Order Effective Date and will continue until all Services and Deliverables described herein have been accepted by Peacock.

6.   **Timeline:** The Services will commence within two (2) to four (4) weeks of the Order Effective Date and are estimated to be delivered in two (2) weeks to four (4) weeks.

7.   **Fees and Payment Terms:** As consideration for the performance of the Services under this Order, Peacock will pay to Spreedly $12,000.00 invoiceable upon execution of this Order.

8.   **Acceptance.** When Spreedly has identified a Order as completed, Spreedly will provide written notification (electronic or otherwise) to Peacock of the completion. Peacock will have 10 days (Acceptance Period) in which to determine if the applicable Deliverable(s) conform to the requirements under this Order. Peacock will be deemed to have accepted the Deliverable(s) unless, prior to the expiration of the Acceptance Period, Peacock provides Spreedly 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
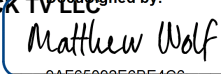
reported by Peacock during the Acceptance Period, Spreedly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date of the correction of identified non-conformities.

9.   **Incorporation of Terms.** All other terms and conditions of the Services Agreement will apply to this Order.

[SIGNATURES ON FOLLOWING PAGE]

Authorized representatives of the parties hereby agreed to and accept the terms of this Order #10 effective as of the Order Effective Date.

SPREEDLY, INC.

By: _Connell Vail_

Name: CFO

Title: CFO

Date: Aug 3, 2023

PEACOCK TV LLC.

By: _Matthew Wolf_

Name: Matthew Wolf

Title: SVP Global Delivery

Date: Aug 2, 2023

ORDER #11

3DS Gateway Specific for Rapyd

This Order ("Order"), dated as of last date of signing below (the "Order Effective Date") is being entered into by Peacock TV LLC whose registered office is at 30 Rockefeller Plaza, New York, NY 10112 ("Peacock") 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 CP Limited and Spreedly dated October 15, 2019, as amended ("Services Agreement"). Peacock is a member of the Sky Group under the Services Agreement and is entitled to enter into this Order pursuant to Section 2.1 of Schedule 7 of the Services Agreement. References to Sky in the Services Agreement shall, as applied to this Order, be understood as references to Peacock. Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Services Agreement.

i. **Description of Services:** Spreedly will perform the following Services under this Order:

   Add support for Spreedly's 3DS Gateway Specific Solution on the Rapyd integration (as indicated in the applicable documentation here: https://docs.spreedly.com/payment-gateways/rapyd/)

ii. **Key Milestones & Deliverables:**

   ● Add mode functionality to Spreedly's Active Merchant open source library as provided in the applicable documentation referenced above
   ● Add and merge mode functionality to Spreedly Core Platform, deploy in Production as provided in the applicable documentation referenced above
   ● Test and verify functionality
   ● Update the applicable integration documentation at docs.spreedly.com

iii. **Client Obligations:** In support of the Services that will be provided by Spreedly hereunder, Peacock will fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

   ● Make resources available for testing and review of deliverables in a timely manner.
   ● Provide Spreedly access to a knowledgeable contact at Rapyd in order to establish a sandbox environment, documentation, and designated technical point of contact.
   ● Test and accept work product in a timely manner
   ● Release required information to mutual customers to enable the use of 3DS Gateway Specific

iv. **Duration of Statement of Work.** This Order will commence on the Order Effective Date and will continue until the Deliverables as described above have been accepted by Peacock.

v. **Timeline.** The Services will commence within two (2) to four (4) weeks of the Order Effective Date and are estimated to be delivered in three (3) to four (4) weeks.

vi. **Fees and Payment Terms.** As consideration for the performance of the Services under this Order, Peacock will pay to Spreedly $11,400.00 invoiceable upon execution of this Order.
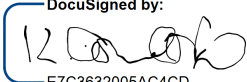
vii. **Acceptance.** When Spreedly has identified an Order as completed, Spreedly will provide written notification (electronic or otherwise) to Peacock of the completion. Peacock will have 30 days (Acceptance Period) in which to determine if the applicable Deliverable(s) conform to the requirement under this Order. Peacock will be deemed to have accepted the Deliverable(s) unless, prior to the expiration of the Acceptance Period, Peacock provides Spreedly with a written notice to the effect that one or more of the deliverables fails to conform to the requirements under this Order. In the event deficiencies are reported by Peacock during the Acceptance Period, Spreedly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date of the correction of identified non-conformities.

viii. **Incorporation of Terms.** All other terms and conditions of the Services Agreement will apply to this Order.

[SIGNATURES ON FOLLOWING PAGE]

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

SPREEDLY, INC.

DocuSigned by:

By: [signature]
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Name: Connell Vail

Title: CFO

Date: Aug 3, 2023

PEACOCK TV LLC

DocuSigned by:

By: *Matthew Wolf*
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Name: Matthew Wolf

Title: SVP Global Delivery

Date: Aug 2, 2023

spreedly

ORDER #12

Project Earth Implementation Consulting Services

This Order ("Order"), dated as of last date of signing below (the "Order Effective Date") is being entered into by Peacock TV LLC whose registered office is at 30 Rockefeller Plaza, New York, NY 10112 ("Peacock") 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 CP Limited and Spreedly dated October 15, 2019, as amended ("Services Agreement"). Peacock is a member of the Sky Group under the Services Agreement and is entitled to enter into this Order pursuant to Section 2.1 of Schedule 7 of the Services Agreement. References to Sky in the Services Agreement shall, as applied to this Order, be understood as references to Peacock. Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Services Agreement.

1. **Description of Services:**

    ●   Spreedly will provide Peacock with a Senior Implementation Consultant to aid in project management and provide implementation consulting services to aid in the completion of Peacock's "Project Earth" (the "Professional Services")

2. **Deliverables:** Spreedly will work with Peacock to produce and deliver the following:
    ●   Project kickoff and chartering exercise
        (i)   a Project Charter documenting goals, objectives, and delivery schedule
    ●   Shared Confluence space for centralized project documentation
    ●   Technical Solution Guide
    ●   Coordinated project plan outlining Spreedly Professional Services Deliverables
    ●   Weekly meetings

3. **Client Obligations:** In support of the Professional Services provided by Spreedly, Peacock will fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

    ●   Completion of Integration Architecture Review survey
    ●   Making appropriate personnel available for joint sessions with Spreedly
    ●   Providing access to required systems for the Spreedly team as needed
    ●   Access to Peacock subject matter experts in payments products, features, and current payments processing activities
    ●   Dedicated primary point of contact to provide regular status reports, scheduling, logistics, and documentation

4. **Duration of Statement of Work:** This SOW will commence on the business day following the SOW Effective Date and is expected to last for twenty (20) weeks (the "SOW Initial Term"). The term of this SOW may also be extended by mutual agreement of the Parties.

5. **Estimated Fees:** Spreedly estimates that the Services will require one hundred (100) hours at an hourly rate of $200 for an estimated total cost of $20,000.

6. **Fees and Payment Terms:** As consideration for the performance of the Services under this SOW, Client will pay to Spreedly $20,000.00 invoiceable upon execution of this Order and payable by Peacock as proscribed in the Agreement.If it appears that the estimated time for Professional Services in this Order may be exceeded, the parties agree to discuss the additional effort required to complete the work and to memorialize their agreement in a written Change Order or an amendment to this Order.Once executed, this Order is non-cancellable. Professional Services must be started within 3 months from the Order Effective Date or are otherwise forfeited.

[SIGNATURES ON FOLLOWING PAGE]

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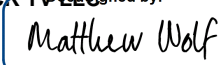
SPREEDLY, INC.

By: _____

Name: Connell Vail

Title: CFO

Date: Aug 3, 2023

PEACOCK TV LLC

By: _____
Matthew Wolf

Name: Matthew Wolf

Title: SVP Global Delivery

Date: Aug 2, 2023

ORDER #13

New Card Type Verve

This Order ("Order"), dated as of last date of signing below (the "Order Effective Date") is being entered into by Peacock TV LLC whose registered office is at 30 Rockefeller Plaza, New York, NY 10112 ("Peacock") 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 CP Limited and Spreedly dated October 15, 2019, as amended ("Services Agreement"). Peacock is a member of the Sky Group under the Services Agreement and is entitled to enter into this Order pursuant to Section 2.1 of Schedule 7 of the Services Agreement. References to Sky in the Services Agreement shall, as applied to this Order, be understood as references to Peacock. Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Services Agreement.

i.   **Description of Services:** Spreedly will perform the following Services under this Order:

   a.   Spreedly will build support for the card payment method Verve.

   (i)   New cards will have the following requirements:

   (1)   BIN 506099, 506101, 506103, 506111, 506112, 506113, 506114, 506116, 506118, 506124, 506127, 506130, 506132, 506133, 506134, 506135, 506136, 506137, 506138, 506139, 506141, 506144, 506146, 506147, 506148, 506149, 506150, 506151, 506152, 506154, 506155, 506156, 506157, 506158, 506159, 506160, 506161, 506163, 506164, 506167, 506169, 506170, 506171, 506172, 506173, 506174, 506175, 506176, 506177, 506178, 506179, 506180, 506181, 506182, 506183, 506184, 506185, 506186, 506187, 506188, 506189, 506190, 506191, 506192, 506193, 506194, 506195, 506196, 506197, 506198, 507865, 507866, 507868, 507869, 507870, 507871, 507872, 507874, 507875, 507876, 507877, 507878, 507879, 507880, 507881, 507882, 507883, 507884, 507885, 507886, 507887, 507888, 507889, 507890, 507891, 507892, 507893, 507894, 507895, 507896, 507897, 507898, 507899, 507901, 507902, 507903, 507904, 507905, 507906, 507907, 507908, 507909, 507911, 507912, 507913, 507914, 507915, 507916, 507917, 507918, 507919, 507921, 507923, 507924, 507925, 507927, 507928, 507929, 507930, 507931, 507932, 507933, 507934, 507935, 507936, 507937, 507938, 507939, 507940, 507941, 507942, 507943, 507944, 507945, 507946, 507947, 507948, 507949, 507950, 507951, 507952, 507953, 507954, 507955, 507956, 507957, 507958, 507959, 507960, 507961, 507962, 507964, 627309, 627903, 628051, 636625, 637058, 637634, 639245, 639383

   (2)   Length: 16, 18, or 19
   (3)   Luhn check
   (4)   CVV Length: 3

ii.   **Key Milestones & Deliverables.**

   - Update Active Merchant with support for new card type
   - Update Spreedly Core with support for new card type, merge to production
   - Update the Spreedly iframe with support for new card type, merge to production
     - The Spreedly iframe has scheduled releases. Support for this feature will be released in accordance with those rules as described in the documentation located at: https://docs.spreedly.com/guides/adding-payment-methods/iframe/#scheduled-releases
   - Release Panal as indicated in the applicable documentation located at: https://docs.spreedly.com/reference/supported-payment-methods/

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

   - Make resources available for testing and review of deliverables in a timely manner.
   - Customer will be responsible for making code level changes within their system to implement usage of functionality delivered as described in this SOW
   - Customer will be responsible for any additional authentication requirements for acceptance of these card types
   - Customer will be responsible for any requirements to accept and process card types
   These obligations are not requirements for Acceptance

iv.   **Additional Considerations:**

   - Some of the BINs of the Verve card overlap with existing Spreedly identification mechanisms. Those cards will not be re-identified as Verve, nor will they be identified as Verve at the end of this engagement
   - Verve cards are not supported by Spreedly's Account Updater services, except where the BIN overlap identities them as a supported brand
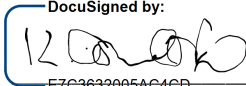
v.   **Duration of Order:.** This Order will commence on the Order Effective Date and will continue until the work product and deliverables as described above have been accepted by Peacock.

vi.   **Timeline:** The project work will commence within two (2) to four (4) weeks of the Order Effective Date and last four (4) to six (6) weeks or until the entirety of deliverables described herein have been delivered and accepted by Customer. Changes to iframe will follow the normal release schedule as indicated in the applicable documentation here: https://docs.spreedly.com/reference/iframe/v1/testing/#scheduled-releases

vii.   **Fees and Payment Terms.** As consideration for the performance of the Services under this Order, Peacock will pay to Spreedly $12,000.00 invoiceable upon execution of this Order.

viii.   **Acceptance.** When Spreedly has identified an Order as completed, Spreedly will provide written notification (electronic or otherwise) to Peacock of the completion. Peacock will have 10 days (Acceptance Period) in which to determine if the applicable Deliverable(s) conform to the requirements under this Order. Peacock will be deemed to have accepted the Deliverable(s) unless, prior to the expiration of the Acceptance Period, Peacock provides Spreedly 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 Peacock during the Acceptance Period, Spreedly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date of the correction of identified non-conformities.

ix.   **Incorporation of Terms.** All other terms and conditions of the Services Agreement will apply to this Order.

[SIGNATURES ON FOLLOWING PAGE]

Authorized representatives of the parties hereby agreed to and accept the terms of this Order#13 effective as of the Order Effective Date.

SPREEDLY, INC.

DocuSigned by:

By: _____
E7C3632005AC4CD...

Name: Connell vail

Title: CFO

Date: Aug 3, 2023

PEACOCK TV LLC

DocuSigned by: Matthew Wolf

By: _____
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Name: Matthew Wolf

Title: SVP Global Delivery

Date: Aug 2, 2023