

STATEMENT OF WORK #4**Add 3DS & General Credit to Commerce Hub**

This Statement of Work ("SOW"), dated as of the last date of signature of a party, (the "SOW Effective Date") is being entered into by and between **Priceline.com LLC** ("Customer") and Spreadly Inc., ("Spreadly") and governed by the Enterprise Service Agreement dated May 8, 2020, as amended ("ESA"). Capitalized terms not otherwise defined herein will have the meanings given to such terms in the ESA.

1. **Description of Services and Work Product:** Spreadly will perform the following Services under this SOW:

(i) Spreadly will build 3DS Global functionality (as indicated in the applicable documentation here: <https://docs.spreadly.com/guides/3dsecure-landing/#spreadly-3ds2-global>) on the existing Spreadly Commerce Hub integration (as indicated in the applicable documentation here: <https://docs.spreadly.com/payment-gateways/commerce-hub/>)

(ii) Spreadly will build General Credit functionality on the existing Spreadly Commerce Hub integration (as indicated in the applicable documentation here: <https://docs.spreadly.com/payment-gateways/commerce-hub/>) and execute on the following activities:

Development	<ul style="list-style-type: none"> - Update functionality as described above to Spreadly's Active Merchant open source library - Add and merge functionality as described above to Spreadly Core Platform - deploy in Production
Testing	<ul style="list-style-type: none"> - Build integration test suite - Conduct Unit, Regression, and internal Quality Acceptance Testing
Project Management	<ul style="list-style-type: none"> - Manage development team, provide updated documentation, client management
Documentation	<ul style="list-style-type: none"> - Develop and publish client facing integration documentation on docs.spreadly.com
Certification	<ul style="list-style-type: none"> - Complete required tests as indicated by Fiserv to gain acceptance of the functionality for use

2. **Key Deliverables:**

- Launch production support for 3DS Global on Spreadly's Commerce Hub Integration
- Launch production support for General Credit on Spreadly's Commerce Hub Integration
- Update and publish documentation on docs.spreadly.com

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

- Provide timely access to resources for acceptance testing
- Facilitate or participate in any third party conversations with Fiserv as needed
- Supply certification credentials as directed by Fiserv for certification testing

4. **Duration of Statement of Work.** This SOW will commence on the SOW Effective Date and will continue until the work product and deliverables as described above have been Accepted by Customer (the "SOW Initial Term").

5. **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 six (6) to eight (8) weeks.

6. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Customer will pay to Spreadly \$20,000.00 invoiceable upon execution of this Statement of Work.

7. **Acceptance.** When Spreadly has identified a Statement of Work as completed, Spreadly will provide written notification (electronic or otherwise) to Customer of the completion. Customer will have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Statement of Work. Customer will be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Customer 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 Customer during the Acceptance Period, Spreadly 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.

8. **Termination.**


a. Either Party is entitled to terminate this SOW at any time by providing 30 days written notice to the other Party, except as otherwise provided in the Agreement.

b. Upon termination of this SOW, the Customer will be obliged to pay, within 30 days of the effective date of termination, all undisputed fees and expenses in accordance with the terms of this Agreement and/or any Change Order for the Services provided up to the effective date of such termination.

Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work #4 effective as of the SOW Effective Date.

SPREEDLY, INC.

By: _____
Name: Nellie Vail
Title: CFO
Date: 10/21/2023

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Priceline.com LLC

By: _____
Name: Jacobus Kok
Title: VP, Product Management
Date: 10/20/2023

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