STATEMENT OF WORK

Verify & Store on Trust Commerce

This Statement of Work ("<u>SOW</u>"), dated as of the date of the last signature by a party, (the "<u>SOW Effective Date</u>") is being entered into by and between Emerald Expositions LLC ("<u>Customer</u>") and Spreedly Inc., a Delaware corporation ("<u>Spreedly</u>"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Professional Services Agreement dated, April 22, 2022.

- i. <u>Description of Services and Work Product</u>: Spreedly will perform the following Services under this SOW:
 - Add support for Verify operation (as indicated in the applicable documentation here: https://docs.spreedly.com/reference/api/v1/verify/) on the existing TrustCommerce Integration (as indicated in the applicable documentation here: https://docs.spreedly.com/payment-gateways/trust-commerce/)
 - b. Add support for Store operation (as indicated in the applicable documentation here: https://docs.spreedly.com/guides/third-party-vaulting/#storing) on the existing TrustCommerce Integration (as indicated in the applicable documentation here: https://docs.spreedly.com/payment-gateways/trust-commerce/)
- ii. Key Milestones & Deliverables:
 - Add payment functions as described in Section 1 to Spreedly's Active Merchant open source library
 - Merge support for payment functions as described in Section 1 to Spreedly Core Platform, deploy in Production
 - Update integration documentation at docs.spreedly.com
- iii. <u>Client Obligations</u>: In support of the Services that shall be provided by Spreedly hereunder, Customer shall fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:
 - Facilitate communication with Trust Commerce, if needed, in order to help Spreedly gain access to an account with support for testing purposes
 - Make resources available for testing and review of deliverables in a timely manner
 - Provide Spreedly access to Customer contact for testing and review of deliverables in a timely manner.
 - Test and accept work product in a timely manner
 - Update Customer implementation as necessary to use work product functionality
- iv. <u>Duration of Statement of Work</u>. This SOW shall commence on the SOW Effective Date and shall continue until the work product and deliverables as described above have been Accepted by Customer (the "SOW Initial Term").
- v. <u>Timeline.</u> 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 four (4) to six (6) weeks.
- vi. <u>Fees and Payment Terms</u>. As consideration for the performance of the Services under this SOW, Customer shall pay to Spreedly \$8,000.00 invoiceable upon execution of this Statement of Work.
- vii. Acceptance. When Spreedly has identified a Statement of Work as completed, Spreedly 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 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 Customer 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. <u>Incorporation of Terms</u>. All other terms and conditions of the Professional Services Agreement will apply to this Statement of Work.

[SIGNATURES ON FOLLOWING PAGE]

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.	Emerald Expositions LLC		
DocuSigned by:	_	By: Chris Dune	_
Name: Nellie Vail	_	Name: Chris Dunne	_
Title: CFO	<u>—</u>	Title: Sr. Director, Profes	ssiona l Services