

STATEMENT OF WORK

Custom Migration

This Statement of Work ("SOW"), dated as of September, 30 2020, (the "SOW Effective Date") is being entered into in connection with the Enterprise Services Agreement (the "Enterprise Services Agreement"), dated as of October 15, 2019 by and between **Sky Group** ("Company") and Spreadly Inc., a Delaware corporation ("Spreadly"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Professional Services Agreement.

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

- Import non-standard fields per Sky requirements
- Build custom importer for MPP
- Add functionality to automatically third party vault payment methods with Adyen that are imported from MPP
- Write custom import script and transformer for MPP files
- Support and maintain the importer, script and transformer in order to accommodate Sky's phased migration plan
- Build and tune custom service to increase throughput of Sky imports (current process is manual and serial).
 - Build polling and automation to automate downloading from SFTP server
 - Automate import queue, kickoff, and processing
 - De-serialize import process and build new 'drawbridge' service to increase processing throughput to 375k payment methods per five (5) hours end to end
 - Couple and automate TPV
 - Parallelize new import process
 - Parallelize TPV
 - Merge output files into single output file for Sky per requirements
- Support Sky Card Migration Plan – multi import migration – September through February
 - Support 10 test migrations during the month of September to support Sky end to end functional testing and provide 24 hour turn around time SLA per import file. The 24 hour SLA will begin when we have received a workable, valid, and properly formatted file until Spreadly delivers results files to Sky. This will be confined to Spreadly business hours (8:30am-8:30pm Eastern Time) and workdays Monday through Thursday.
 - UK card migration trial 1 – October [approximately ~70,000 cards]
 - UK card migration non-trial users – October [approximately 2.5M cards]
 - IE card migration – November
 - AT card migration – November
 - GB-SSBO card migration – November
 - UK card migration – December 2020 through March 2021 [remainder of Sky user base cards]
- Staff imports for prep, processing, output delivery, error file delivery, clean up, and close during UK business hours (does not include weekends or US holidays – Thanksgiving 11/26 & 11/27, Christmas 12/24 & 12/25, New Years 1/1, Martin Luther King Day 1/18, Presidents Day 2/15)

2. **Deliverables & Key Milestones:** In accordance with the Services and Work Product described above, Spreadly will meet the following key deliverables and milestones.

- September 2020:
 - Complete production development of new importers and system enhancements to increase throughput of Sky imports as described in section 1.
 - Support 10 test migrations for end to end functional testing and provide enhanced 24 hour turn around time SLA as described in section 1.
- October 2020:
 - Support initial UK customer trial migration of approximately 70,000 users with enhanced service levels as described in section 1.
 - Support migration for additional 2.5 million UK users with an anticipated frequency of 2-3 imports per week with enhanced service levels as described in section 1.
- November 2020:
 - Support regional migrations for (IE, AT) with an anticipated frequency of 2-3 imports per week with enhanced service levels as described in section 1.
- December 2020 through March 2021:
 - Support remaining UK customer migrations and GB-SSBO with an anticipated frequency of 2-3 imports per week with enhanced service levels as described in section 1.

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

- Sky will facilitate communication with MPP, Adyen, and coordinate the distribution of their files along with the testing process. Sky acknowledges that if there is an issue with the file provided by MPP or Adyen (structural issue, missing data, encryption flaw, incorrect encryption keys, etc) the import will not be able to proceed as planned and will impact Spreadly's ability to meet the throughput velocity noted in section 1 of this agreement. It will be Sky's sole responsibility to resolve issues directly with MPP and/or Adyen that arise. Such issues may also result in additional

resource hours to troubleshoot and identify issues, and re-process files that may lead to estimated resource time overrun.

- Sky will provide 1 week prior notice for all migrations including date of migration, estimated start time, import PSP (Adyen or MPP), 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.
- Sky will ensure the existing sftp servers maintained by Sky 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 Sky's sFTP environment the import process will not be able to complete per the timings noted in section 1 of this agreement.
- Activate resources, including test file generation, to support a test migration.
- Sky is solely responsible for all processing, reconciliation, and internal updates to Sky systems and applications after Spreedly has returned an output file.

4. **Duration of Statement of Work.** This SOW shall commence on the SOW Effective Date and shall continue for six (6) months (the "**SOW Initial Term**"). The term of this SOW may also be extended by mutual agreement of the Parties upon execution of a change order.

5. **Timeline & Estimated Hours & Cost.** The project work will commence immediately of the SOW Effective Date and last for a duration of six months as noted in section 3 of this statement of work. In order to deliver the services and work product outlined above within this time frame, the cost will be \$120,000 based on 600 hours of work required to deliver the services and work product. Breakdown of level of effort by functional area is detailed below:

Functional Area	Hours
Project Management	70
Engineering Management	70
Development, Testing, and Engineering Support	460
Total	600

6. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Client shall pay to Spreedly \$20,000.00 invoiceable upon execution of this Statement of Work, and \$20,000.00 each subsequent month for the remainder of the term. If more than 600 hours are required to deliver the service within the 6 month term of this agreement, Spreedly will bill Customer monthly at a rate of \$200 per hour for additional hours accrued during that period.

7. **Project Reporting.** Spreedly will provide a weekly project report outlining the overall project status, work completed that week, work anticipated in the upcoming week, note risks and key dependencies, and provide and track the accumulation of resource hours invested in the project up to that point.

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

a. Either Party is entitled to terminate this Agreement at any time by providing thirty (30) days written notice to the other Party, except as otherwise provided in the Agreement. Termination of this Agreement automatically causes simultaneous termination of all SOWs and/or Change Orders hereto. During the above notice period the Customer shall be accountable for ensuring Spreedly Personnel with the Client Obligations and Spreedly shall continue providing the Services in a professional manner as agreed in the Agreement and/or relevant Change Orders.

b. Upon termination of this Agreement, the Customer shall be obliged to pay, within thirty (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.

10. **Incorporation of Terms.** All other terms and conditions of the Enterprise Services Agreement will apply to this Statement of Work.

11. **References**

- a. **See attached** 'Speedly_Sky_Card_Migration'

[SIGNATURES ON FOLLOWING PAGE]

Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work #1 effective as of the SOW Effective Date.

SPREEDLY, INC.

DocuSigned by:

Daniel Scagnelli
Daniel Scagnelli

By: _____

Name: _____

Title: Director, Solutions & Services
10/2/2020

Sky Group

DocuSigned by:

Richard Thompson
Richard Thompson

By: _____

Name: _____

Title: Group Director of Product Management
10/2/2020

DocuSigned by:

Andrew Akien
Andrew Akien

By: _____

Name: _____

Title: Head of Software Engineering
10/2/2020