

**STATEMENT OF WORK****Custom Import and Vault Update**

This Statement of Work ("SOW"), dated as of June 14, 2021 (the "SOW Effective Date") is being entered into in connection with the Enterprise Services Agreement (the "Enterprise Services Agreement"), dated as of October 5, 2020 by and between Secure Identity, LLC, d.b.a. CLEAR ("Company") and Spreadly Inc., a Delaware corporation ("Spreadly"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Enterprise Services Agreement.

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

Item	Description
Development & Execution	<ul style="list-style-type: none"> <li>Create a custom process to read import result files and map Customers customer id to meta-data key "member_id" and assign value value.</li> <li>Build error log output file for any errors in meta-data update process</li> <li>Unit testing and peer review</li> <li>Execute process, one time, for all imported payment methods from Zuora</li> </ul>
Export	<ul style="list-style-type: none"> <li>Spreadly will provide Customer with a non-sensitive export file with all payment methods in a given environment.</li> <li>Customer may use this non-sensitive export file to determine which older payment methods they would like to redact.</li> </ul>
QA Testing	<ul style="list-style-type: none"> <li>Perform QA testing by Spreadly engineers and vault multiple payment methods and create meta-data in a test Spreadly environment</li> <li>QA results to be peer reviewed and validated by professional services engineers</li> </ul>
Project Management	<ul style="list-style-type: none"> <li>Coordinate file specifications and approval.</li> <li>Manage communication and migration requirements to development team</li> <li>Coordinate testing and production execution process with professional services team</li> </ul>


2. **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:
- Customer will be responsible for any payment method redaction prior to import or after meta-data execution has completed.
  - Spreadly will use the result files from the Customers vendor (Zuora) import which are also sent to Customer. It is assumed the id in the result files which has come from Zuora on the payment method import file is the Customer ID and should be used as the "customer\_id" meta-data value in this process.
  - Customer will receive the standard Spreadly response for imports to reconcile their systems. Examples here: <https://docs.spreadly.com/guides/migrating/one-time/#results>
3. **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.
4. **Timeline:** The project work will commence within two to three weeks of the SOW Effective Date and is estimated to last for a duration of approximately 2 weeks including testing, QA, and UAT.
5. **Fees and Payment Terms:** As consideration for the performance of the Services under this SOW, Client shall pay to Spreadly \$7,500.00 invoiceable upon execution of this Statement of Work.
6. **Acceptance.** When Spreadly has identified a Statement of Work as completed, Spreadly 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 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 Company 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.


7. **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 Spreadly Personnel with the Client Obligations and Spreadly 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.

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

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

**DocuSigned by:**  
**SPREEDLY, INC**  
  
By: Justin Benson  
Name: Justin Benson  
Title: CEO

**DocuSigned by:**  
**Secure Identity, LLC, d.b.a.CLEAR**  
  
By: Ken Cornicker  
Name: Ken Cornicker  
Title: President