STATEMENT OF WORK #7

Custom Migration - Germany

1/13/2022

This Statement of Work ("SOW"), dated as of _____ (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 CP Limited**("Company") and Spreedly Inc., a Delaware corporation ("Spreedly"). 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:** Spreedly will perform the following Services under this SOW:

- Import non-standard fields per Sky requirements leveraging custom importer, script and transformer for Adyen
- Support Sky Card Migration Plan – January 2022
  - Support 1 test migration during the month of January 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 Spreedly delivers results files to Sky. This will be confined to Spreedly business hours (8:30am-8:30pm Eastern Time) and workdays Monday through Thursday.
  - Germany card migration – January 2022 [160,000 cards]
- Return a mapping file that includes the values as defined in the attached reference

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

- January 2022:
  - Support Germany customer migration of approximately 160,000 users with enhanced service levels as described in section 1.

3.   **Client Obligations:** In support of the Services that shall be provided by Spreedly 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 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 Adyen (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 throughput velocity noted in section 1 of this agreement. It will be Sky's sole responsibility to resolve issues directly with Adyen that arise. 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.
- Sky will provide 1 week prior notice for all migrations including date of migration, estimated start time, 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 one (1) month (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 on the SOW Effective Date and last for a duration of one month as noted in section 3 of this statement of work.

6.   **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Client shall pay to Spreedly $1,600.00 invoiceable upon execution of this Statement of Work.

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** See attached 'Spreedly_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:

Justin Benson

By: _____

Name: Justin Benson

Title: CEO

Sky CP Limited

DocuSigned by:

Richard Thompson

By: _____

Name: Richard Thompson

Title: Director, Group Digital Products