

SPECIAL TERMS AND CONDITIONS made on 15 October 2019

BETWEEN:

SKY CP LIMITED of Grant Way, Isleworth, Middlesex, TW7 5QD (Company number 09513259) ("**Sky**"); and

SPREEDLY, INC. of 733 Foster Street, Suite 100, Durham, NC 27701 ("**Supplier**" or "**Spreedly**"),

(each a "**Party**" and together the "**Parties**").

BACKGROUND

- (A) Sky wishes the Supplier to provide and the Supplier agrees to provide Sky with certain Deliverables and/or Services, such Services and Deliverables to be provided under Sky's Standard Terms and Conditions for the purchase of software as a service ("**Terms and Conditions**").
- (B) In addition to the Terms and Conditions the Parties agree to the Special Terms and conditions set out herein ("**Special Terms**").

IT IS AGREED

1. DEFINITIONS

- 1.1 In these Special Terms and each Order, the following words and expressions will have the following meanings, unless the context otherwise requires. For avoidance of doubt, if any of the following defined terms conflict with a corresponding definition in the Terms and Conditions, the definition set forth below shall apply:

Additional Supplier: is as defined in Clause 5.3;

Approved Territory: means any of the following: United Kingdom of Great Britain and Northern Ireland, Ireland, member states of the European Union, North America, Norway, Switzerland, Australia and New Zealand;

Availability: is as defined in Schedule 4;

Base Annual Fee: is as defined in Schedule 3;

Business Information: Any Order, data, documents, databases, designs, schedules, instructions, plans, specifications, sketches, models, samples, technical information and/or other information written, oral or otherwise of any type, however disclosed, relating to the business activities of a Party;

CCN: is as defined in clause 13.3;

Change: Is as defined in Clause 13.1;

Change Amendment: is as defined in Clause 13.5.2;

Data Processor Obligations: any reference to Data Processing Obligations shall be deemed to be a reference to the provisions of the Security and Privacy Addendum;

Effective Date: the date the agreement is signed;

Extended Term: is as defined in Clause 9.2;

General Cap: is as defined in Clause 11.1;

General Super Cap: is as defined in Clause 11.5;

Initial Term: is as defined in Clause 9.2;

Payment Gateway: A third party payment gateway services provider which is integrated with the Service in order to process Transactions;

Processing: shall be interpreted as defined in Article 4 of the EU General Data Protection Regulation 2016/679 and shall include, for the avoidance of doubt, any transmission or storage of Sky Data.

Recoverable Notification Costs: means, with respect to a Security Incident, the reasonably necessary, documented costs incurred by Sky in connection with the following items: (i) conducting a forensic investigation to determine the cause of the Security Incident, (ii) providing notification of the Security Incident to applicable government and relevant industry self-regulatory agencies and to individuals whose Personal Data (as defined in the Security and Privacy Addendum), in each case to the extent required by applicable Laws, and (iii) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the Security Incident, in each case to the extent required by applicable Laws;

Relationship Managers: Spreadly Account Director and Lead Senior Engineer;

Security Incident: shall have the meaning given to such term in the Security and Privacy Addendum.

Service: means the Services set out in Schedule 1 and any updates to such Services, to include the Spreadly API designed to validate, tokenize and vault credit cards (and other payment types) and then process charges against those payment methods against one or more of the payment gateways that are integrated to the Spreadly API and/or third-party payment method receivers that Spreadly supports, and, where applicable, automatically update expired or lost credit cards;

Service Credits: The service credit amounts specified in Schedule 4 that shall be applied by Spreadly in accordance with a failure to meet the Required Service Level;

Service Failure: A level of performance or delivery of the Service which is below the Required Service Level;

Service Level: The level of performance or delivery of the Service specified in Schedule 4 (Service Level Agreement);

Service Level Agreement: The service level agreement in relation to the Service set out in Schedule 4;

Service Level Measurement Period: A calendar month during the term of the Agreement;

Sky Affiliate: means any legal entity that: (a) is a direct or indirect parent or subsidiary undertaking of Sky as defined in s1162 of the Companies Act, 2006 (as amended); (b) directly or indirectly: (i) is Controlled by Sky; (ii) Controls Sky; or (iii) is under substantially common Control with Sky; and/or (c) is the ultimate parent undertaking of Sky for the time being and all direct or indirect subsidiary undertakings for the time being of any such parent undertaking;

Sky Competitor: means any corporation, partnership, limited liability company or other legal entity, foreign or domestic, whose primary business operations include the marketing and sale of wireless or wireline telecommunication products and/or services, including but not limited to, multi-channel video, online streaming video, television, broadband Internet, fixed line and mobile telephone services;

Sky Data: means all data that is (i) stored in, transmitted to, accessed by, received by, collected by, uploaded to or otherwise processed by the Services under this Agreement, and (ii) generated by the Services under this Agreement, including reports derived from the Services and Sky's use of the Services;

Sky Group: means, collectively, Sky, the Sky Affiliates and the Sky Joint Ventures;

Sky Joint Venture: means any joint venture entity to whom Sky or a Sky Affiliate provides technical, infrastructure or enterprise services as part of such joint venture;

Security and Privacy Addendum: means the Security and Privacy Addendum attached hereto as Schedule 6;

Special Super Cap: is as defined in Clause 11.6;

Transaction: Interaction with the Service's direct API to invoke a purchase, capture, refund, void or authorize API call, which results in a financial operation being processed with the Payment Gateway.

Transaction Processing Services: is as defined in Schedule 4;

Unapproved Entity: means any entity, person, firm or franchise that: (i) is a Sky Competitor; (ii) has or is the subject of (or any of its directors, officers or agents are the subject of) criminal or regulatory proceedings or investigations; (iii) is incorporated in or whose business is principally managed from a territory that is subject to political or economic sanctions by the United Kingdom, the United States of America, the European Union or the United Nations; and/or (iv) is unable to render the Services or meet the obligations in the Agreement; and/or (v) has its principle place of business in a territory other than an Approved Territory or, in relation to the provision of the Services under this Agreement, operates out of a territory other than an Approved Territory.

Year One: is as defined in Clause 9.2;

Year Two: is as defined in Clause 9.2.

2. AGREEMENT STRUCTURE

- 2.1 The Terms and Conditions attached hereto as Schedule 7 are incorporated into these Special Terms and together shall constitute a framework agreement for the purchase of services by Sky from Speedly when raised by means of an Order.
- 2.2 An Order, when read together with these Special Terms (incorporating the Terms and Conditions) constitutes the Agreement as defined in the Terms and Conditions.
- 2.3 In the event of any mutually exclusive conflict, the following descending order of precedence shall apply:
 - 2.3.1 The Security and Privacy Addendum;

- 2.3.2 These Special Terms;
- 2.3.3 The Terms and Conditions;
- 2.3.3 An Order.
- 2.4 Unless the context requires otherwise, capitalised words and phrases shall have the meanings ascribed to them in the Terms and Conditions and/or in Clause 1 above, and/or defined in the body of these Special Terms.
- 2.5 Where any provision contained in an Adoption Agreement conflicts with any provision of this Agreement, the terms and conditions set out in the Adoption Agreement shall prevail over this Agreement.
- 2.6 For the avoidance of doubt, the coming into force and/or termination of this Agreement shall not affect any agreements in force with other members of the Sky Group and Spreadly.
- 2.7 For the avoidance of doubt, the coming into force and/or termination of an Adoption Agreement shall not affect this Agreement/any agreements in force with other member of the Sky Group and Spreadly.
- 2.8 Except where a separate Adoption Agreement is entered into by another Sky Group entity and Spreadly, nothing in this Agreement shall be construed as binding any Sky Group entity other than the entity placing the Order (the **"Sky Ordering Entity"**) to this Agreement with Spreadly and the Sky Ordering Entity shall be the primary obligor to Spreadly hereunder; and any loss suffered by a Sky Group entity in connection with this Agreement shall be construed as a loss suffered by the Sky Ordering Entity for the purposes of this Agreement.

3. SUPPLIER OBLIGATIONS

- 3.1 Spreadly will provide the Service for any Sky Group entity in accordance with clause 2.1 of the Terms and Conditions, from the Effective Date until terminated by either Party in accordance with the terms of this Agreement. Notwithstanding anything to the contrary set forth in the Terms and Conditions, Sky shall be responsible and liable for any and all Sky Group entities that access and use the Service, including without limitation, any acts or omissions that, if performed or omitted by Sky, would constitute a breach of this Agreement, unless such Sky Group entity has entered into a separate Adoption Agreement with Spreadly, in which case such Sky Group entity shall be responsible and liable for its acts omissions pursuant to its Adoption Agreement.
- 3.2 With effect from the Effective Date, Spreadly shall at all times achieve or exceed the Service Levels.
- 3.3 If Spreadly fails to achieve any Service Level, then Spreadly shall credit Sky with the relevant Service Credit as specified in Schedule 4 (Service Level Agreement), by either:
 - 3.3.1 deducting the amount of such Service Credit from Sky's next applicable payment of the Base Annual Fee; or
 - 3.3.2 where no subsequent Base Annual Fee is due by Sky to Spreadly following the Service Level Measurement Period in which the Service Failure occurred, Spreadly shall pay Sky the sums due sixty (60) days from the date of the Service Failure.
- 3.4 The remedies specified in clause 3.3 shall be in addition to: (i) Sky's right to terminate this Agreement in accordance with the terms of clause 9.6.1 and/or clause 9.6.2 of these Special Terms, and (ii) solely to the extent that the applicable Service Failure meets the criteria specified

in clause 11.4 of these Special Terms, Sky's right to pursue direct Losses arising from such Service Failure; provided, however, that if Sky in its discretion chooses to pursue direct Losses arising from a Service Failure as expressly permitted by this clause (ii), it shall not also be permitted to make a claim for a Service Credit pursuant to clause 3.3 above for the calendar month during which such direct Losses were incurred. For avoidance of doubt, the remedies expressly permitted in clauses 3.3, 3.4 and 9.6 of these Special Terms shall be Sky's sole and exclusive remedies for Service Failures.

- 3.5 Spreadly shall measure its Service performance against the Service Levels in accordance with Schedule 4 (Service Level Agreement). The Service Levels will be reviewed once every quarter and performance against the Service Levels shall be discussed with the Relationship Managers at quarterly review meetings.
- 3.6 Spreadly, in providing the Service for Sky must, at all times, comply with the then current PCI DSS rules and on Sky's reasonable request provide valid certification of its compliance. If Spreadly cannot provide the compliance to the PCI DSS rules or its certification/compliance becomes invalid, Spreadly will notify Sky immediately.
- 3.7 If Sky reasonably determines that the Transaction Processing Services are not compliant with the PCI DSS standards and Spreadly cannot promptly prove that the Transaction Processing Service is compliant with PCI DSS standards then, at Sky's request, Spreadly shall promptly suspend the Transaction Processing Services and, without limiting any other remedies to which Sky may be entitled hereunder, Spreadly shall relieve Sky of any Charges applicable to such suspension period (including a pro-rated reduction of any fixed fees and Charges applicable during the Term).
- 3.8 Spreadly shall indemnify, defend and hold harmless the Sky Group against Losses awarded against or incurred or paid by the Sky Group in connection with: (1) a third-party claim or; (2) a claim made or fine imposed by a governmental or public entity arising as a result of, or in connection with, Spreadly's (or any of Spreadly's sub-contractors, agents' or assignees') breach of Spreadly's obligations in clauses 3.6 and 3.7 of these Special Terms.
- 3.9 Spreadly shall indemnify, defend and hold harmless the Sky Group against Losses awarded against or incurred or paid by the Sky Group in connection with: (1) a third-party claim; or (2) a claim made or fine imposed by a governmental or public entity arising from any Security Incidents (as defined in the Security & Privacy Addendum); and/or (3) Spreadly's (or its Subcontractors' or Subprocessors') failure to comply with: (a) applicable PCI Standards; and/or the Security & Privacy Addendum.

4. SKY OBLIGATIONS

- 4.1 Sky shall indemnify, defend and hold harmless Spreadly against Losses awarded against or incurred or paid by Spreadly as a result of or in connection with any third (3rd) party claims against Spreadly where that claim is caused by Sky's breach of any applicable Laws; provided, however, that to the extent that it is finally determined (by a court of competent jurisdiction and after exhausting all appeals) that such Losses resulted in part from Spreadly's (or any of Spreadly's sub-contractors, agents' or assignees') breach of any applicable Law then such court of competent jurisdiction may allocate such Losses to each respective Party in accordance with each such Party's relative contribution to causing such Losses.

5. SUPPLIER STATUS

- 5.1 Spreedly does not have an exclusive right to deliver the Deliverables. Sky and the Sky Affiliates may, in their sole discretion:
- 5.1.1 perform themselves, or retain third parties to perform, all or any part of the service Deliverables or any new service that is the same as or similar to those forming the Deliverables, or deliver the Deliverables or any new deliverables that are the same as or similar to the Deliverables; or
 - 5.1.2 cease to receive all or any part of the Deliverables from the Supplier.
- 5.2 Nothing in this agreement shall mean the Sky Group is required to use the Service within the Initial Term or any Extended Term; provided any such non-use shall not relieve Sky of any applicable payment obligations under Schedule 3 and/or any applicable Order.
- 5.3 If the Sky Group has any third-party suppliers who deliver deliverables that are the same as, connect with or are similar to the Deliverables (an “**Additional Supplier**”), the Supplier shall co-operate with and assist each such Additional Supplier, where such co-operation or assistance is required in connection with the delivery of the Deliverables, in order for the Sky Group to receive a seamless, end-to-end service. In particular, the Supplier shall co-operate fully with each Additional Supplier where the Services and/or Deliverables are dependent on, or are a dependency of, the services or deliverables provided by such Additional Supplier.
- 5.4 Spreedly shall at all times be liable for the acts or omissions of its sub-contractors or agents used in the provision of the Services to the Sky Group.

6. CHARGES

- 6.1 Sky shall pay the Charges to the Supplier as set out in Schedule 3 pursuant to clause 8 of the Terms and Conditions.

7. WARRANTIES

- 7.1 The representations and warranties in clause 5 (b) of the Terms and Conditions are amended as follows:
- (b) the Deliverables correspond strictly with any and all requirements or specifications mutually agreed between the Parties in writing;
- 7.2 The representations and warranties in clause 5(c) of the Terms and Conditions are amended as follows:
- (c) the Deliverables (and you in your provision thereof) comply with: (i) the policies and standards available on Sky's corporate website at <http://corporate.sky.com/about-sky/other-information/how-to-be-a-supplier>, (2) the Security and Privacy Addendum; and (ii) all Law in all territories / jurisdictions, in each case to the extent applicable to the provision of the Services;
- 7.3 The representations and warranties in clause 5(e) of the Terms and Conditions are amended as follows:
- (e) you will at all times maintain the following insurance with a reputable insurance company: (i) commercial general liability insurance with at least \$1,000,000 per occurrence; and (ii) “errors and omission” (tech and cyber coverage) insurance in an

amount not less than \$10,000,000; and upon Sky's request, Spreadly shall provide Sky with a copy of such policy or policies or a certificate of insurance evidencing the same;

- 7.4 A new representation and warranty shall be added as a new clause 5(g) of the Terms and Conditions:

; and (g) the Service shall at all times during the term of the Agreement integrate with the Payment Gateways listed in Schedule 8 and you shall bear the cost of any changes or development required to ensure such integration.

8. CONFIDENTIALITY

- 8.1 Clause 6 of the Terms and Conditions is amended as follows:

Except where freely and legitimately available to the public prior to disclosure, you and the Sky Group (each being a "**Receiving Party**" in relation to their Business Information of the other Party) must not use or disclose to any third party any Business Information of the other Party (the "**Disclosing Party**") for any purpose other than as strictly necessary to supply and receive the Deliverables without the express prior written consent of the Disclosing Party. All rights in the Business Information remain the property of the Disclosing Party. The Receiving Party must keep the Business Information of the Disclosing Party confidential and secure and, on demand, either destroy it (with certification by one of its officers) or return it to the Disclosing Party. You must not (a) denigrate us or our products in any way whatsoever; or (b) without our prior written consent, advertise or publicise in any way the fact that we are your customer.

For the avoidance of doubt, any Sky Group entity (in its capacity as the Receiving Party) may make your Business Information available to another Sky Group entity and its respective officers, directors, employees, professional advisors, contractors and auditors, provided that Sky shall remain responsible and liable for all such Sky Group entities and their (and our) respective officers, directors, employees, professional advisors, contractors and auditors acts and omissions with respect to such Business Information unless Spreadly has entered into a separate Adoption Agreement with such Sky Group entity and Business Information is made available to that Sky Group entity under that Adoption Agreement, in which case the Services Beneficiary shall be responsible and liable for its obligations as set out in this clause.

9. TERMINATION

- 9.1 Clause 9.1 of the Terms and Conditions is amended as follows:

9.1 Without prejudice to any of our other rights or remedies, we may, by written notice to you immediately terminate this Agreement and any or all related Agreements without liability to you in the event that you: (a) fail to supply Deliverables on time; or (b) fail to remedy any other material breach within 30 days of receipt of written notice from us to do so.

- 9.2 Clause 9.2 of the Terms and Conditions is amended as follows:

9.2 Unless otherwise terminated in accordance with this Agreement, this Agreement shall commence on the Effective Date and will continue in full force for a period of twenty-four (24) months (the "**Initial Term**"). The first "year" of the Initial Term shall be twelve (12) months ("**Year One**") and the second "year" of the Initial Term shall be twelve (12) months ("**Year Two**"). After the Initial Term of this Agreement, Sky shall have the option to extend the term of this Agreement by a further twelve (12) months by giving not less than two (2)

months notice prior to the expiry of the Initial Term (the “**Extended Term**”). Subject to you taking all reasonable steps to mitigate your loss and without limiting the Parties’ other rights or remedies specified in this Agreement, we will, on termination pursuant to this clause 9.2, reimburse your reasonable costs incurred in the performance of your obligations up to the date of termination in respect of which we have not yet made any payment, such costs in no circumstances to exceed the agreed charges for the Deliverables affected. Where we terminate the Agreement in part, you will supply the remaining Deliverables in full and in a timely fashion and the Charges shall be reduced accordingly.

- 9.3 In addition to clause 9 of the Terms and Conditions the following clauses 9.4-9.8 shall apply.
- 9.4 Sky shall have the right to terminate the professional services as set out in Schedule 2 to these Special Terms and Conditions, or in any Adoption Agreement or Order, in whole or in part at any time on no less than seven (7) days’ prior written notice.
- 9.5 Sky shall have the right to terminate this Agreement for convenience at any time during the Initial Term and thereafter on no less than seven (7) days’ prior written notice; provided that all unpaid Base Annual Fees otherwise payable to Spreadly within the Initial Term and thereafter shall be due and payable by Sky to Spreadly within sixty (60) days of Sky’s receipt of a valid invoice therefor.
- 9.6 Sky shall have the right to terminate the Agreement if:
- 9.6.1 The Service availability in any given Service Level Measurement Period is less than 96%; and/or
- 9.6.2 A Service Failure occurs in any two (2) Service Level Measurement Periods within any three (3) consecutive Service Level Measurements Periods; and/or
- 9.6.3 Spreadly or any parent undertaking of Spreadly undergoes a change of Control to an Unapproved Entity. In such event, notice of a change of Control shall be served upon Sky (and any Sky Group entity which has entered into an Adoption Agreement with Spreadly) promptly after Spreadly has consummated such change of Control transaction. Any termination notice must be served within ninety (90) days of receipt by Sky (or such Sky Group Entity) of such notice of change of Control taking place and failure to timely deliver such notice shall be deemed a waiver of Sky’s right to terminate pursuant to this clause.

The remedy specified in this clause 9.6 shall be in addition to: (i) Sky’s right to claim Service Credits in accordance with clause 3.3 of these Special Terms, and (ii) solely to the extent that the applicable Service Failure meets the criteria specified in clause 11.4 of these Special Terms, Sky’s right to pursue direct Losses arising from such Service Failure; provided, however, that if Sky chooses to pursue direct Losses arising from a Service Failure as expressly permitted by this clause (ii), it shall not also be permitted to make a claim for Service Credits pursuant to clause 3.3 above for the calendar month during which such direct Losses were incurred. For avoidance of doubt, the remedies expressly permitted in clauses 3.3, 3.4 and 9.6 of these Special Terms shall be Sky’s sole and exclusive remedies for Service Failures.

- 9.7 Spreadly may, by written notice to Sky, terminate this Agreement if Sky fails to pay undisputed fees due thirty (30) days after Sky has been notified of such failure. Without limiting the foregoing, in the event of a breach that gives rise to a right in favour of Spreadly to terminate this Agreement, Spreadly may elect to suspend the Service (on a date no earlier than the date Spreadly would otherwise have been entitled to terminate this Agreement) as an interim measure for a period of up to sixty (60) days (at the end of which period, if such underlying

breach has not been cured, Spreadly shall be entitled to immediately terminate the Agreement) and any payment obligations shall continue during the period of such suspension. Spreadly's exercise of its right to suspend performance shall be without prejudice to Spreadly's right to terminate this Agreement upon written notice thereof to Sky during any applicable suspension period.

- 9.8 Either Party may, by written notice to the other Party, immediately terminate this Agreement and any or all related Agreements in the event that the other Party is unable to pay its debts for the purposes of section 123 of the Insolvency Act 1986 or any local equivalent, or it makes or proposes any voluntary arrangement or composition with its creditors or if a bankruptcy or winding up petition is presented for it or if it enters into compulsory or voluntary liquidation or has a receiver or other officer appointed over the whole or any part of its assets or undertaking or it has an administrator appointed to manage its affairs, business and property or if it takes or suffers any similar action in consequence of debt or insolvency under the Laws of the United Kingdom or any equivalent of the foregoing in any other jurisdiction.
- 9.9 Termination or suspension of this Agreement shall not affect any Adoption Agreement which shall continue in full force and effect unless and until terminated or suspended pursuant to the terms of that Adoption Agreement.
- 9.10 Termination or suspension of an Adoption Agreement shall not affect this Agreement which shall continue in full force unless and until suspended or terminated pursuant to the terms of this Agreement.
- 9.11 Upon termination of this Agreement:
- 9.11.1 Spreadly will immediately discontinue Sky's access to the Service;
 - 9.11.2 Sky shall complete all pending Transactions and stop accepting new transactions through the Service;
 - 9.11.3 The parties will discontinue use of the other Party's IPR and immediately remove any such IPR from any websites, social media or other external materials or channels; and
 - 9.11.4 Each Party promptly returns to the other or, if so directed by the other Party, destroys all originals and copies and back-ups of any Business Information of the other Party (including all notes, records and materials developed therefrom).

10. INTELLECTUAL PROPERTY

- 10.1 Clause 10 of the Terms and Conditions shall be replaced with clauses 10.1-10.6 in these Special Terms and Conditions.
- 10.2 All IPR existing prior to the Effective Date shall belong to the Party that owned such rights immediately prior to such date. Neither Party shall acquire any of the other's IPR as a result of entry into this Agreement.
- 10.3 All IPRs arising in connection with Sky Data shall be the property of Sky and Spreadly shall assign, and hereby does assign (including without limitation by way of present assignment of future copyright), the same to Sky with full title guarantee. Without limitation to any other terms applicable to Sky Data, Sky Data is subject to the the provisions of this Agreement that are applicable to Business Information.
- 10.4 Sky Group entities shall have the right to access and use the Services and the Deliverables during the Term of this Agreement, including but not limited to, website and any software programs,

documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to Sky and any Sky Group entities by Spreadly in connection with the Service.

- 10.5 Except as is strictly necessary in connection with the provision of the Service by Spreadly to Sky (or the Sky Affiliates as applicable), neither Party may use the IPR of the other Party without the prior written approval (on a case by case basis) of the other Party.
- 10.6 Spreadly shall not (a) denigrate Sky or its products or services; or (b) without Sky's prior written consent, advertise or publicise in any way the fact that Sky is its customer.

11. LIABILITY

- 11.1 Except as set forth in clauses 11.4 to 11.7, Spreadly's aggregate liability to Sky under this Agreement, whether based on an action or claim in contract, tort or otherwise arising out of, or in relation to, the Deliverables performed under this Agreement or any Order will be limited to the greater of: (i) the fees paid and /or payable in accordance with good performance over the previous twelve (12) months giving rise to the claim, and (ii) \$1,000,000 (the "**General Cap**").
- 11.2 Subject to clauses 11.5 to 11.7 below, neither Party shall be liable to the other Party for any special, exemplary, punitive, incidental, consequential or indirect loss damage cost and/or expense whatsoever.
- 11.3 If a Sky Payment Gateway is unavailable and Spreadly's Service is also unavailable, such that Sky is unable to utilise the Service to redirect Transactions to another Sky Payment Gateway then, any loss of revenue to Sky resulting from such inability to redirect such Transactions during such period of unavailability shall be deemed to be a direct Loss that is recoverable if the criteria set forth in clause 11.4 are met.
- 11.4 Without prejudice to its other rights and remedies afforded under this Agreement, Sky shall have the right to claim direct Losses, including the loss of revenue set out in clause 11.3, in the event that over an applicable rolling twenty-four (24) hour period, the Service is unavailable to Sky:
 - 11.4.1 for more than 45 minutes; or
 - 11.4.2 causing a loss of revenue to Sky of over \$500,000.
- 11.5 The limitations and exclusions of liability set out in this Agreement (including, for avoidance of doubt, clause 14.10 of the Terms and Conditions) will not apply in respect of:
 - 11.5.1 any Losses actually incurred due to a breach by either Party of clause 6 (Confidentiality); and
 - 11.5.2 any Losses arising under clause 3.8 of these Special Terms;

provided, however, that the aggregate liability of each Party under this clause 11.5, whether based on an action or claim in contract, tort or otherwise, will be limited to an aggregate amount of \$4,000,000 (the "**General Super Cap**"). For avoidance of doubt, the General Super Cap shall be in lieu of, and not in addition to, the General Cap and shall apply solely to claims arising under this clause 11.5.

- 11.6 The limitations and exclusions of liability set out elsewhere in this Agreement (including, for avoidance of doubt, clause 14.10 of the Terms and Conditions) shall not apply to the Losses actually incurred pursuant to the indemnities set out in Clause 3.9; provided, however, that Spreadly's aggregate liability under Clause 3.9 will be limited to payment of fifty percent (50%)

of the fines and/or penalties actually incurred by the Sky Group in connection with Security Incidents, capped at an aggregate amount of \$1,000,000 (the “**Special Super Cap**”). For example, if the aggregate liability for fines and penalties arising pursuant to the indemnities set out in Clause 3.9 is \$1,400,000, Spreadly’s share, payable to Sky hereunder, would be \$700,000.

For avoidance of doubt, (i) the Special Super Cap shall be in lieu of, and not in addition to, the General Cap and General Super Cap and shall apply solely to claims arising under clause 3.9, and (ii) for avoidance of doubt, the Special Super Cap shall not apply to Security Incidents arising from Spreadly’s failure to comply with applicable PCI DSS regulations and/or breaches of the provisions of the Security and Privacy Addendum, which shall be subject to Section 11.7 below.

11.7 The limitations and exclusions of liability set out in this Agreement (including, for avoidance of doubt, clause 14.10 of the Terms and Conditions) will not apply to:

- 11.7.1 a Party’s or its employees’ fraud, gross negligence or wilful or intentional misconduct;
- 11.7.2 any Losses (including, for avoidance of doubt, Recoverable Notification Costs) actually incurred due to a Security Incident caused by Spreadly’s: (i) failure to comply with applicable PCI DSS regulations, and/or (ii) breach of the provisions of the Security and Privacy Addendum;
- 11.7.3 a Party’s breach of its applicable Law;
- 11.7.4 the indemnities set out in clauses 4.2(a), 13.2 and 13.3 of the Terms and Conditions;
- 11.7.5 damage to, loss or destruction of real property or tangible personal property;
- 11.7.6 fraudulent misrepresentation or misstatement;
- 11.7.7 death or personal injury caused by its negligence or that of its employees or authorised representatives; or
- 11.7.8 any liability that may not otherwise be limited or excluded by Law;

in each case in respect of which liability shall be unlimited.

11.8 Spreadly is not a payment gateway or merchant account provider and Spreadly does not assume any direct or indirect liability or responsibility for Sky’s agreements with payment gateways or merchant account providers supported on its Service. For the avoidance of doubt, notwithstanding the foregoing, Spreadly shall remain liable under this Agreement for maintaining integration with the Payment Gateways listed in Schedule 8, as provided for in clause 7.4 above.

12. AUDIT

12.1 Notwithstanding the terms of clause 12 of the Terms and Conditions, the number of Audits that the Sky Group is entitled to carry out per year shall be limited to two (2), except where the Sky Group is required to carry out additional Audits required by applicable Law.

12.2 Clause 12.2 of the Terms and Conditions shall be amended and restated as follows:

- 12.2. We shall give you 10 days’ prior written notice of an Audit and you shall provide prompt assistance to us and/or our agents without charge for so long as is reasonably

necessary to carry out an Audit. Notwithstanding the foregoing, we shall not be obligated to provide you with written notice of an audit which shall be carried out without notice if (i) you process sensitive personal data (as defined in the Directive) or Secret Data (as defined in the Sky Security Standard), and (ii) the applicable Audit is required by an applicable regulatory authority.

13. CHANGE CONTROL PROCESS

- 13.1 Any change to the Sky policies or standards or professional services provided by Spreadly pursuant to an Order (each, a **"Change"**) shall be subject to the Change Control Procedure set out in this clause 13.
- 13.2 Where either Party desires a Change, such Party shall submit a request for the Change in accordance with this Change Control Procedure.
- 13.3 Where a written request for a Change is received by Spreadly from Sky, Spreadly shall promptly on receipt issue a written acknowledgement to Sky and, unless otherwise agreed, submit a Change Control Note (**"CCN"**) to Sky within ten (10) business days of the date of the request. Spreadly shall not charge Sky for any CCN.
- 13.4 A requested Change by Spreadly shall be submitted as a CCN direct to Sky at the time of such request.
- 13.5 Sky shall, in respect of each CCN and within ten (10) business days after receipt thereof, evaluate the CCN and as appropriate either:
 - 13.5.1 request further information;
 - 13.5.2 approve the CCN, in which case the Parties shall enter into an amendment or addendum to this Agreement that reflects the terms and impacts of such Change (a **"Change Amendment"**); or
 - 13.5.3 notify Spreadly of the rejection of the CCN, in which case the terms of this Agreement shall continue in force unchanged.
- 13.6 Until such time as a Change Amendment is signed by both Parties:
 - 13.6.1 The Parties shall, unless otherwise agreed in writing, continue to perform its obligations under this Agreement as if the request or recommendation had not been made;
 - 13.6.2 any discussions which may take place between the Parties in relation to any proposed CCN shall be without prejudice to the rights of either Party under this Agreement or at Law; and
 - 13.6.3 any work undertaken by each Party, its sub-contractors or agents in respect of any proposed CCN shall be undertaken entirely at the expense and liability of Spreadly.
- 13.7 Subject to Clause 13.8, neither Party shall unreasonably withhold its agreement to any Change provided that Sky shall not be obliged to agree to any Change increasing the Charges payable or requiring Sky to incur any material expenditure, or suffer any disruption, interference or which adversely affects its rights under the Agreement.
- 13.8 Without prejudice to Clause 13.7 and subject to clauses 13.9 to 13.13 below, Spreadly shall not withhold its consent to any Change that is operationally feasible for Spreadly to provide;

provided that Sky agrees to pay any reasonable additional Charges necessarily incurred by Spreadly in implementing such Change.

- 13.9 Neither Party shall withhold its consent to a requested Change to the extent that such Change is required by applicable Law or by a Regulator.
- 13.10 Changes to the Services will not give rise to a change in the Charges unless such Change:
- 13.10.1 is agreed between the Parties; or
- 13.10.2 causes a material and demonstrable increase to the cost to the Supplier of delivering the Deliverables and/or performing the Services and such increase cannot be reasonably avoided by a change in the way the Supplier applies its then current resources to the Services.
- 13.11 Changes which are required by Law and which incur costs, such costs shall be borne by the Party required to make the Change.
- 13.12 As part of the Change Control Procedure, Spreadly shall perform an impact analysis for the Change, which shall identify any applicable adjustment(s) to the Charges that would result from the implementation of the Change.
- 13.13 Where Spreadly varies the way in which Spreadly performs the professional services or delivers the Deliverables in order to be able to perform the professional services required by Sky in accordance with this Agreement, including where such variation in the way the professional services are performed gives rise to an increase in the resources used by Spreadly in performing the professional services, such variation will not give rise to a change to the Charges.

14 GOVERNING LAW

- 14.1 Clause 14.14 of the Terms and Conditions shall be amended and restated as follows:
- 14.14 The Agreement and any non-contractual rights or obligations arising out of or in relation to it, shall be governed by and construed in accordance with English Law, and the parties irrevocably submit to the exclusive jurisdiction of the English courts for any dispute arising in connection with the Agreement, save that nothing in the Agreement shall prevent us from bringing any proceedings against you in any other jurisdiction or in which you have any business or assets.

Notwithstanding the foregoing, in respect of any service operated by a Sky Group entity that utilises the Transaction Processing Services in the United States, the laws of the State of New York shall control for any Sky Group entity bringing an action relating to this Agreement or to any non-contractual rights or obligations arising out of or in relation to it. Any such actions shall be subject to the exclusive jurisdiction of the state and federal courts in the State of New York, provided that nothing in this agreement will preclude a party from bringing suit or taking other legal action in another jurisdiction to enforce a judgment or other court order in its favor.

15 FURTHER ASSURANCE

- 15.1 The Supplier shall at its own expense do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form reasonably satisfactory to Sky for the purpose of giving effect to the Terms and Conditions, Special Terms and each Order.

Each Party warrants that the person signing this Agreement on behalf of that Party has the requisite authority to bind that Party by means of DocuSign's electronic signature system. By affixing their respective electronic signatures hereto by means of DocuSign's electronic signature system, the signatories below acknowledge and agree that they intend to bind the respective Parties on behalf of whom they are signing.

The Parties shall each nominate their signatories and their respective email addresses and the Parties and signatories agree that, except where the signatory is a victim of fraud or misrepresentation, the electronic signature emanating from such nominated email address constitutes valid signature and shall be construed as (and given equal evidentiary weight as) the signatory having signed the document as an original in manuscript.

DocuSigned by:
Patrick Miceli
27A5443A7F4A429...
Signed
For and on behalf of **Sky CP Limited**

Name	Patrick Miceli
Position	Director
Date	15 October 2019

DocuSigned by:
Justin Benson
9624ED07D136401...
Signed
For and on behalf of **Spreadly, Inc.**

Name	Justin Benson
Position	CEO
Date	15 October 2019

SCHEDULE 1

THE SERVICES

Spreadly is a SaaS [REST API](#) that allows customers to [securely capture](#) tokenize and vault payment methods and use them to transact against any number of payment gateways and third party APIs. Payment methods can be [collected](#), vaulted and tokenized via [iFrame](#), [Spreadly Express](#), or [Direct API](#). Payment methods tokenized by Spreadly are stored at Spreadly and can be [redundantly vaulted at various payment gateways](#). Payment methods stored in Spreadly can be used to pass a payment method for transaction processing to [different payment end points](#).

Spreadly supports optional, additional secondary features (such as a universal [Account Updater service](#), which proactively and automatically updates expired cards), which Sky may order pursuant to additional Order Forms submitted to Spreadly. For avoidance of doubt, such optional, additional secondary features are not "Services" for purposes of this Schedule 1.

Spreadly also provides technical support for the product as described in Schedule 4.

SCHEDULE 2

THE ORDERS

Order #1

2.1 Third Party Vaulting Vaulting (TPV) Automation

This Order No. 1 ("Order **No. 1**") is incorporated into and made a part of the **Agreement** between Sky CP Limited ("**Sky**" or "**Customer**") and Spreadly, Inc. ("**Spreadly**"), such Services to commence from Effective Date and delivered within the estimated timescales set out within this Order. A reference to "Customer" in this Order is deemed to be a reference to Sky

2.2 Scope of Services:

2.3 Solution:

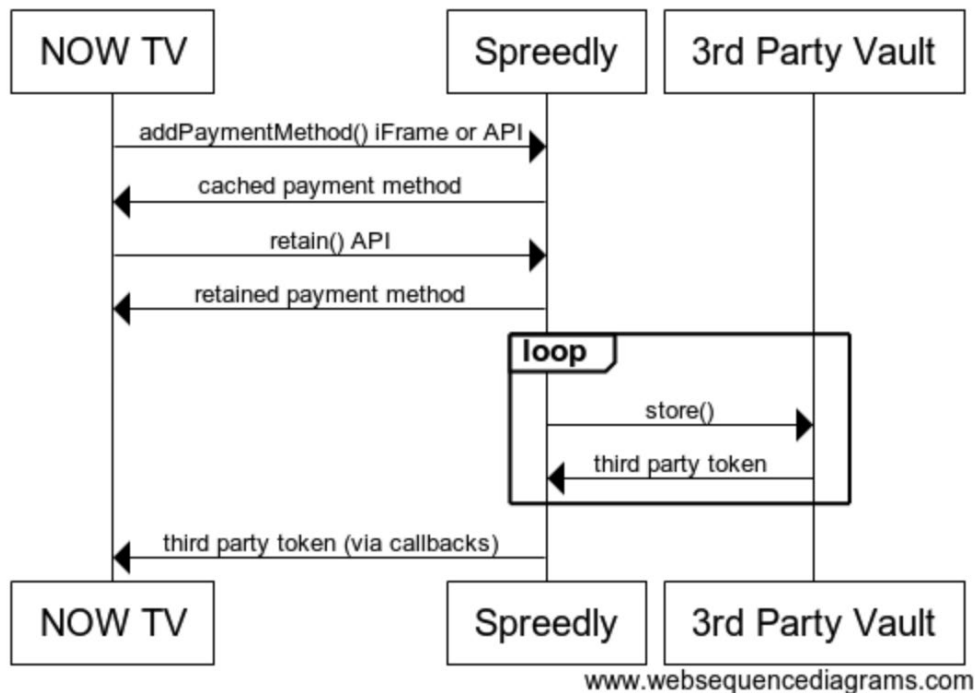
When creating and storing a payment method with the Spreadly Vault service, Spreadly will automate the process of subsequently passing the payment method details on to a specified gateway(s) for redundant storage.

2.4 Solution Scope:

1. Spreadly will serve as the tokenized payment method vault-of-record, aka the source of truth for each and every payment method captured and stored.
2. The solution will achieve redundancy by ensuring each payment method in Spreadly is also vaulted with one or more 3rd party providers.
3. When a payment method is created, updated, or deleted in the Customer's Spreadly vault, those changes are automatically propagated to all of Customer's 3rd party vaults.
4. When Spreadly is offline, and a payment method is created, updated, or deleted in (one of) the Customer's 3rd party vaults, Spreadly will provide a mechanism to import/update the payment method in the Customer's Spreadly vault to ensure it remains my vault-of-record as described below in "Payment Method Migration".

2.5 Payment Method Creation

Third Party Vaulting (Creation)



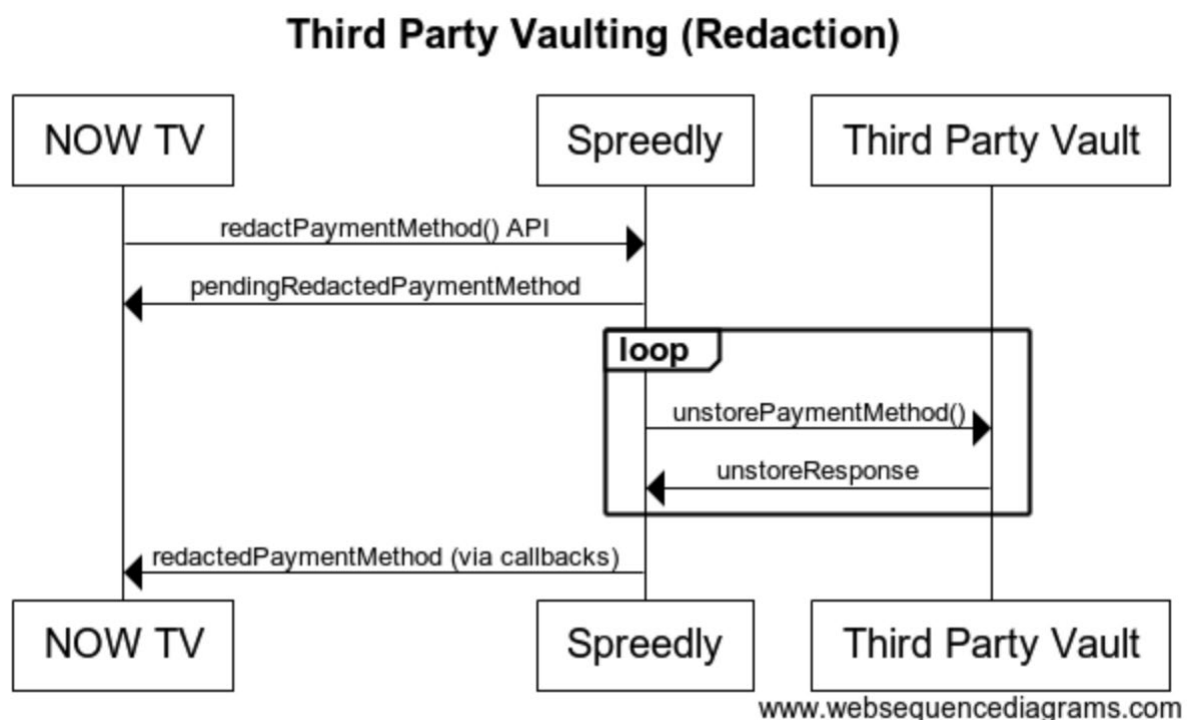
1. Payment method is sent to Spreedly by using iFrame's [tokenize call](#). If tokenization is successful, Spreedly's iFrame's `paymentMethod` event will be invoked. This event will return the token of the newly tokenized card and a map of the full payment method [in JSON form](#). Spreedly shall ensure that this map will contain the first six, last four, and fingerprint of the card in addition to other details. If tokenization fails, iFrame's `error event` will be invoked by Spreedly. This event will return an array of error objects with attribute, key, and message fields describing the errors on the payment method when submitted to Spreedly.
2. Spreedly must ensure that the payment method is retained separately by calling [RetainPaymentMethod](#) or setting the `retain_on_success` property to true when calling `Authorize` or `Purchase`.
 - a. If using [RetainPaymentMethod](#), Spreedly will store the payment method in its vault, synchronously forward the payment method to a single gateway, and asynchronously forward the payment method to the remaining gateways. For both the synchronous and asynchronous operations, the gateways must have `auto_third_party_vaulting_enabled` set to true.
 - b. If using `retain_on_success` in conjunction with [Authorize](#) or [Purchase](#), when the transaction is successful, Spreedly will store the payment method in its vault, synchronously forward the payment method to a single gateway, and asynchronously forward the payment method to the remaining gateways. For both the synchronous and asynchronous operations, the gateways must have `auto_third_party_vaulting_enabled` set to true. If the [Authorize](#) or [Purchase](#) transaction fails, the payment method will not be stored in Spreedly's vault nor will the payment method be forwarded to the gateways.
3. As vaulting at individual gateways completes, Spreedly will perform one or more callbacks to the customer. A single callback may contain multiple [store](#) transactions, with each

transaction containing the third party token payment method that references the payment method stored at the gateway, the payment method that was vaulted at Spreedly, and the gateway token. The callback URL should be a publicly accessible URL to your system that is able to receive a HTTP(s) POST request with a list of transactions.

Assumptions

- Spreedly will use its iFrame to collect Sky customer payment information in order to keep PCI scope to a minimum.
- The gateway supports storing of PAN, expiration month, and expiration year.
- Spreedly will perform a third party vault creation operation when a payment method transitions from cached to retained.

2.6 Payment Method Redaction



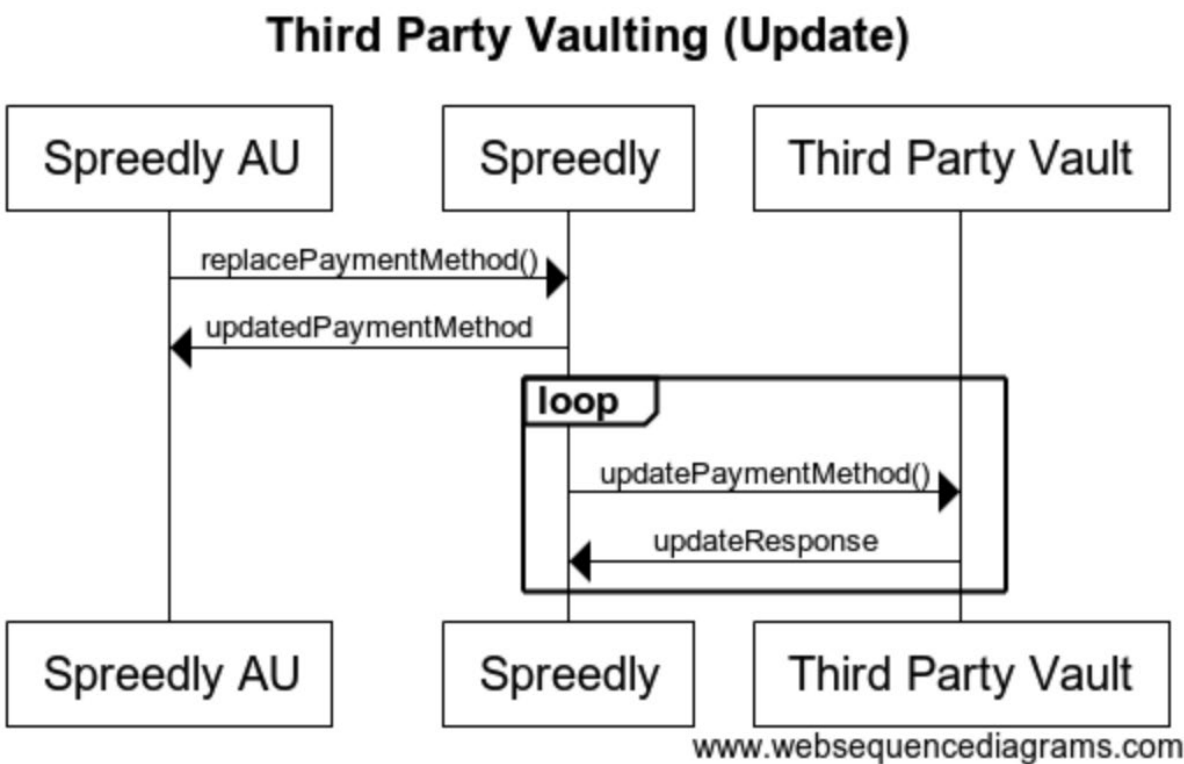
1. When Spreedly procures that a payment method is redacted via [RedactPaymentMethod](#), Spreedly will return a pending redacted payment method response to the caller.
2. Spreedly will then asynchronously attempt to remove the payment method from each gateway having `auto_third_party_vaulting_enabled` set to true. The ability to remove a stored card is dependent on the gateway providing this function.
3. If the payment method is successfully removed from all gateways, Spreedly will then redact the payment method in the Spreedly vault and perform a callback that contains a successful redacted payment method response.

4. If Spreedly is unable to remove a card from any gateway, Spreedly will keep the payment method in the Spreedly vault and perform a callback that contains a failed redacted payment method response. In this scenario, the Customer should retry the RedactPaymentMethod API call.

Assumptions

- The gateway supports the ability to remove or redact a stored card.
- Spreedly will perform a third party vault removal operation when a payment method transitions from to redacted or used.

2.7 Payment Method Update



1. Spreedly does not allow the PAN to be directly modified when updating a payment method via [UpdatePaymentMethod](#) API call, the only manner in which the PAN can be updated is through the use of [Account Updater](#). As an alternative to Account Updater, a new payment method can be created via the API or iFrame that represents the old payment method with the new PAN.
- a. If using Account Updater, as Spreedly processes card number or expiration date changes, Spreedly will attempt to asynchronously forward the updated payment method to all gateways having `auto_third_party_vaulting_enabled` set to true. No callbacks to the Customer will be initiated for gateway updates. Additionally, the ability to update the PAN or expiration date at the gateway is dependent on the gateway allowing these functions.
- b. Otherwise, the Payment Method Creation flow will apply.

- The CVV can be updated either via iFrame's [recache](#) function or via the [RecachePaymentMethod](#) API call.

Assumptions

- Sky will not use the [UpdatePaymentMethod](#) API call as this greatly increases PCI scope.
- The gateway supports updating of PAN and expiration dates.
- Sky does not require a subsequent callback from Spreedly after we complete updating payment methods at the gateways.
- Spreedly shall ensure that CVV will not be stored at third party vaults to include by any subcontractors used by Spreedly and approved by Sky and its Sky Affiliates. .

2.8 Feature Settings

- TPV automation must be administratively enabled by Spreedly at the [environmentlevel](#) by setting `auto_third_party_vaulting_enabled` to true or false at <https://id.spreedly.com>. By default, this setting will be false.
- TPV automation will be enabled per gateway by Spreedly by setting `auto_third_party_vaulting_enabled` field true or false when calling [CreateProductionGateway](#), [CreateTestGateway](#) or [UpdateGateway](#). By default, Spreedly shall ensure that this setting will be false.

2.9 Supported Gateways

Spreedly shall procure that the TPV Automation product will be architected to support vaulting with an unlimited number of gateways. However, since gateway APIs for vaulting vary, there will always be an incremental effort required for Spreedly to hook TPV automation into each gateway. The scope of this project includes integration with the Sky Payment Gateways. Gateway guides for Stripe and Adyen can be referenced here: <https://docs.spreedly.com/payment-gateways/adyen/>

and here: <https://docs.spreedly.com/payment-gateways/stripe/>.

These guides contain the supported functionality for each of the gateways, payment types, regions, for Sky's reference. At its own discretion, Spreedly will continue to add TPV automation to additional gateways based on the Customer's requests.

2.10 Edge Cases/Error Handling

Callbacks

- Any non-2xx response will cause Spreedly to attempt to retry the callback HTTP POST, up to four times, at increasing intervals.
- The callback has a 5s timeout. Any response that takes longer than that will be treated as a failure by Spreedly.
- More than one transaction record may be sent in a callback. It is up to Spreedly how batching occurs, if at all.

- Spreedly will sign the request per documentation outlined in <https://docs.spreedly.com/guides/offsite-payments/signed-requests/>.

Other

- When Spreedly fails to open a connection to a gateway, Spreedly will retry up to four times, at increasing intervals. If the retry limit is exceeded, Spreedly will respond with a failure response body in a callback. The Customer will need to perform a [store](#) API call.
- If the request to the gateway times out*, Spreedly will retry up to four times, at increasing intervals. If the retry limit is exceeded, Spreedly will respond with a failure response body in a callback. The Customer will need to perform a [store](#) API call.
- When any gateway fails to process the vaulting operation, Spreedly will respond with a failure response body to the merchant in a callback. The Customer will need to perform a [store](#) API call.

*Retrying a transaction after a timeout from a gateway may result in duplicate transactions or fees. A gateway may successfully process a transaction but take too long to respond to Spreedly and thus we will not know the result of that operation.

2.11 Payment Method Migration

If Spreedly's iFrame API service were to incur downtime, Sky would need to invoke a failsafe process to capture and store payment methods directly with their gateway provider(s). Should this event occur, Sky would require those payment method details to be migrated back to Spreedly for redundant storage. As such, Spreedly commits to providing a manual migration service of user payment method information. It should be noted that this process will require involvement from all three parties; the Customer, Spreedly and the third party vault/gateway service provider. Sky will have responsibility for notification, coordination and approvals across its service providers.

Process

1. Sky should notify their dedicated Spreedly Account Manager in writing, communicating the occurrence of said down time and the Customer's intent to initiate the migration process.
2. Sky will contact the third party vault/gateway service provider to request an export of the customer data during the time frame of the downtime event in a GPG-encrypted JSON or CSV file.
 - a. The order in which the headers appear is flexible. If sending a CSV file, a header line such as the following will be sufficient: **id, first_name, last_name, card_number, expiration_month, expiration_year, gateway_token**.
 - b. The customer can also request that additional optional fields be included.
 - c. The export should be encrypted with Spreedly's [PGP key](#).
 - d. The file format should remain consistent across requests.
3. Sky will work with their dedicated Spreedly account manager to ensure correct identification of the environment key where data will be imported and to coordinate the communication protocol between the gateway and Spreedly (e.g., PGP keys etc...)

4. Spreedly will work directly with the third party vault/gateway to manage the import process.
5. Once Spreedly has received the data file and environment key, we will import the file to the designated environment and map the card data to new Spreedly tokens.
6. Upon completion of the import, Spreedly will create third party tokens that contain a reference to the payment method at the gateway, the gateway type, and the newly imported payment method. These third party token responses will then be delivered to the Customer through callbacks. A callback may contain one or more third party token response bodies.

Timeline: Spreedly will complete the Services under this Order No. 1 in an estimated 8-10 weeks from the Effective Date or such other date as the parties may mutually agree in writing.

Order #2

Failover Routing Automation

This Order No. 2 ("Order **No. 2**") is incorporated into and made a part of the **Agreement** between Sky CP Limited and Spreadly, Inc., such Services to commence from Effective Date and delivered within the estimated timescales set out within this Order .

Scope of Services:

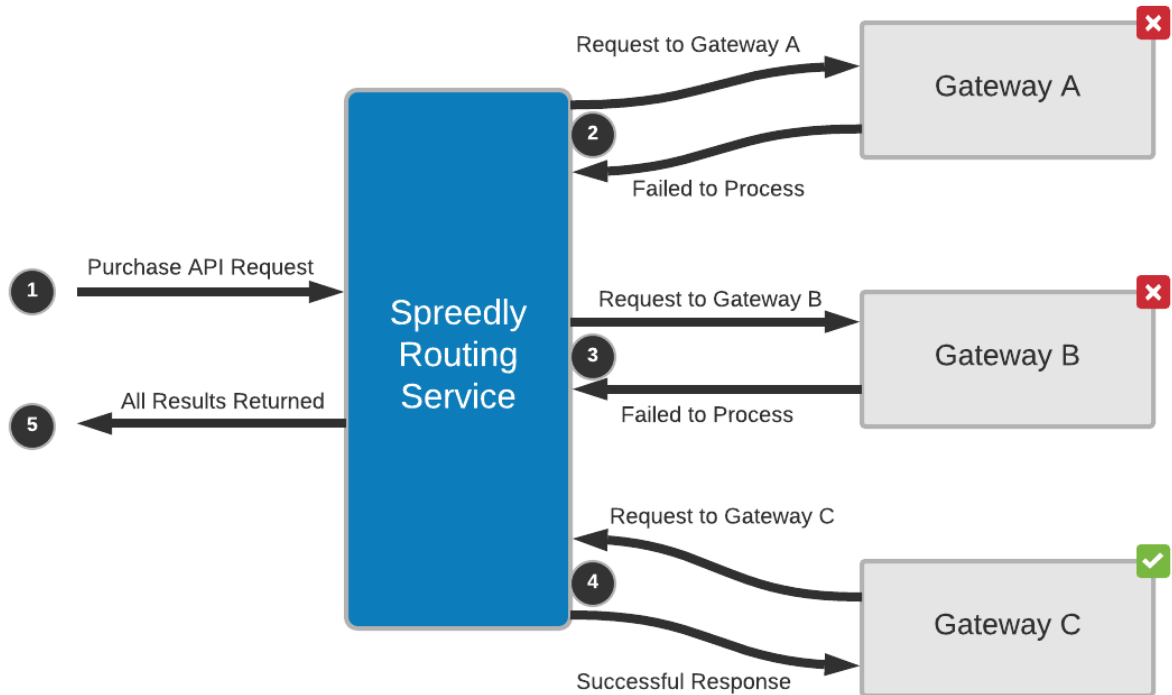
2.12 Solution:

2.13 If a **gateway** fails to process a purchase transaction, Spreadly will attempt to process the transaction with another gateway based on gateway priority determined by Sky.

2.14 Solution Scope

1. Payment methods have already been created in the Spreadly vault either via the [standard create payment method](#) API call or via a migration from an external vault.
2. Production gateways have already been created using the standard [create production gateway](#) API call with the requisite payment gateway credentials.
3. Automatic failover routing is limited to executing a [Purchase](#) or an [Auth/Capture](#) request. Many subsequent transactions (capture, refund, void) require a previous transaction to exist at the gateway so those actions must be done through Spreadly's current API at <https://core.spreadly.com/v1>.
4. Automatic failover routing is limited (initially) to supporting up to five gateways.
5. The customer will need to retain the transaction token from the successful transaction and send that token directly to the Spreadly Core API at <https://core.spreadly.com/v1> in order to [refund a purchase](#).

2.15 Transaction Flow



1. Purchase transaction is initiated by Sky and includes a gateway_priority_list field sent within the API request body. The field should be a list of previously created production gateways. The request must also include all gateway specific fields for each gateway.
2. If the purchase fails to process at the first gateway in the gateway_priority_list Spreadly sends the transaction to the second gateway in gateway_priority_list.
3. If the transaction fails at the second gateway Spreadly will continue submitting to the next gateway until the transaction succeeds to process or all gateways in the list have been exhausted
4. Purchase is successful at the third gateway in the gateway_priority_list. Transaction routing service returns all results to the customer, failed and successful.
5. If all gateways fail to process Spreadly will respond with a failure to the merchant. If any gateway is able to process the purchase, Spreadly will pass the response to the merchant not attempting the transaction with any other gateway.

2.16 Failover Reasons

- Failure to make a network connection to gateway
- If Spreadly has temporarily stopped transactions to a gateway due to heightened error rates

Timeline: Spreadly will complete the Services under this Order No. 2 in an estimated timeline of 10-13 weeks from the Effective Date or such other date as the parties may mutually agree.

SCHEDULE 3**THE CHARGES****Term and Fees**

1. Sky shall pay Spreadly a “**Base Annual Fee**” annually in advance for Year One and Year Two of the Initial Term in accordance with the pricing tables below, which shall entitle Sky and any Sky Affiliate benefitting under this Agreement or any Adoption Agreement to the following for the duration of the Initial Term and the Extended Term if Sky exercises its option to extend the term of the Agreement:

Year One Pricing Table	
Enterprise Platform Fee:	\$275,000.00
Enterprise Assurance Agreement & SLAs	Included
Existing Spreadly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
API Usage Fee:	\$125,000.00
Included allotment of Non-Partner API Calls	125,000,000
Included Partner API Calls	Unlimited
Year One: Base Annual Fee	\$400,000.00
Professional Services Fees:	
1. Third Party Vaulting Automation (see Schedule 2, Order #1)	\$40,000.00
2. Failover Automation (see Schedule 2, Order #2)	\$40,000.00
Total Professional Services Fees:	\$80,000.00
Total Year One Fees:	\$480,000.00

Year Two & Extended Term Pricing Table	
Enterprise Platform Fee:	\$275,000.00
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
API Usage Fee:	\$160,000.00
Included allotment of Non-Partner API Calls	200,000,000
Included Partner API Calls (types listed below this table)	Unlimited
Year Two & Extended Term: Base Annual Fee	\$435,000.00

2.1 The API Usage Fee in the table above includes an initial allotment of API calls for Year One and Year Two made to non-partner gateways (**Non-Partner API Calls**) that are included in the API Usage Fee for the relevant contract year. The following API calls made to partner gateways (**Partner API Calls**) will not be counted against that allotment as long as partner remains in the Spreedly gateway partner program:

- A Purchase API call against the partner gateway
- A Capture API call against the partner gateway
- A Refund API call against the partner gateway
- A Void API call against the partner gateway
- An Authorization API call against the partner gateway

2.2 In the event Customer's actual API usage in Year One or Year Two exceeds the allotment of Non-Partner API Calls for that year, Spreedly will bill Customer monthly in arrears at the applicable rate set forth below, depending on the contract month during such contract year in which the Customer first exceeds the included Non-Partner Call API volume.

- If the overage first occurs in Month 1 through 10: billed at .002 USD per excess API call.

b. If the overage first occurs after Month 10: billed at .0015 USD per excess API call.

2.3 Notwithstanding the foregoing pricing for excess Non-Partner API Calls, Sky may also or instead elect to purchase additional blocks of 50,000,000 Non-Partner API Calls (each, a “**API Call Block**”) at the following rates:

a. Year One: \$50,000 per API Call Block (i.e., \$.001 per excess Non-Partner API call)

b. Year Two and Thereafter: \$40,000 per API Call Block (i.e., \$.0008 per excess Non-Partner API call)

2.4 Each additional API Call Block purchased will be added to the “Included allotment of Non-Partner API Calls” for the contract year in which it was purchased and shall automatically expire (i.e., not carry-forward) into subsequent contract years.

2.5 For purposes of Schedule 3 paragraph 2, the number of API Calls shall include those made by Sky and any Sky Affiliate benefitting under this Agreement or who has entered into an Adoption Agreement.

3. Enterprise Account Management

All enterprise accounts benefit from support prioritization and a named account manager.

SCHEDULE 4

SUPPORT; SERVICE LEVEL AGREEMENT

Service Level Agreement

The Transaction Processing Service (as defined below) shall be available 99.95%, measured monthly. For purposes hereof, **"Transaction Processing Service"** means Spreadly's core API responsible for processing Customer's payment transaction requests and does not include any beta features or non-payment transaction Spreadly services such as dashboard reporting. For purposes of calculations, the following shall apply:

- Availability means that the services are up and running, accessible by Customer and its end users and performing in all material respects with its specifications, without interruption or delay (**"Availability"** and **"Available"** shall be construed accordingly).
- Any downtime resulting from outages of third party connections that are not subcontractors of Spreadly will be excluded from any such calculation.
- Any unavailability resulting from Spreadly's right to suspend the Service in accordance with the terms of the Agreement shall be excluded from any such calculation.
- Downtime shall begin to accrue as soon as the Transaction Processing Service is not Available to Customer and/or its end users and continues until the Availability of the Transaction Processing Service is restored. Unavailability of the Transaction processing service includes any failure/error/or degradation of an underlying component of the system that would prohibit the successful completion of payment method capture, tokenization & retaining the payment method for future use as well as any failure/error/or degradation of an underlying component of the system that would prohibit the successful completion of revenue transaction services including authorize, capture, purchase, refund/cancel, void. This is not limited to global issues. Rather it is tracked and reported globally and at an individual gateway level, and includes Spreadly's inability to connect to a gateway due to our own cause.

In the event of a failure to comply with foregoing service level **"Service Level"** for a given calendar month (a **"Service Failure"**), Spreadly shall issue a credit to Customer (each, a **"Service Credit"**) in the following amounts based on the availability for the applicable calendar month (as follows):

Monthly Availability Percentage	Credit Percentage
Less than 99.95% but greater than or equal to 99.90%	5% of 1/12 th of Base Annual Fee
Less than 99.90% but greater than or equal to 99.80%	10% of 1/12 th of Base Annual Fee
Less than 99.80% but greater than or equal to 99.70%	15% of 1/12 th of Base Annual Fee
Less than 99.70%	20% of 1/12 th of Base Annual Fee

Service Credits shall be applied and/or paid in accordance with clause 3.3 of the Special Terms.

Notwithstanding the foregoing, Spreadly has no obligation to issue any Service Credit unless Customer requests such Service Credit in writing within thirty (30) days of the Service Failure.

Support

Spreadly will provide email support between 8.30 am and 8.00 pm (US Eastern timezone) for general enquires or low category issues. Customer and its employees and consultants can contact Spreadly at support@spreadly.com with questions about the Transaction Processing Service, to report errors or other problems with the Transaction Processing Service, or to otherwise request support or assistance with respect to the Transaction Processing Service. Spreadly will maintain a sufficient number of Spreadly Support Contacts to ensure timely responses to emails from Customer and to otherwise satisfy Spreadly's obligations under this Schedule 4.

In addition to the support levels described above, Spreadly operates internal monitoring and alert systems that run 24x7x365, Spreadly has resources from cross functional groups on call 24x7x365 in the event a critical issue arises. Additionally, we provide customers such as Sky the ability to raise a critical issue via redalert@spreadly.com. This email will trigger our incident response plan to take effect, the first step of which will alert our Support Engineering and Engineering team members on call 24x7x365 (weekly rotations), day or night, as well as Sky's Enterprise Account Manager who will immediately begin to liaise with Sky/Spreadly to resolve the critical issue.

Spreadly shall make updates to the Transaction Processing Service available to Customer on a regular basis. In addition, Spreadly shall troubleshoot and use commercially reasonable efforts to resolve errors related to the Transaction Processing Service in accordance with the following table:

Category	Definition	Spreadly Acknowledgement Time	Resolution Targets
Low	End-user or Customer complaint that requires investigation by Spreadly (including bugs not impacting API uptime)	Up to 48 hours	Next update
Serious	Customer's use of Transaction Processing Service is severely impaired due to Spreadly-side issue	Up to 4 hours	Within 3 days
Critical	Transaction Processing Service is unavailable due to Spreadly-side issue	Up to 60 minutes	Within 1 day

Spreadly has internal systems and procedures in place to notify support personnel of critical issues with the Transaction Processing Service 24 hours a day, 7 days a week.

SCHEDULE 5

MODEL CLAUSES

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: SKY CP LIMITED

Address: GRANT WAY, ISLEWORTH, MIDDLESEX, TW7 5QD

Other information needed to identify the organisation: Company number 09513259

(the data **exporter**)

And

Name of the data importing organisation: SPREEDLY, INC

Address: 733 FOSTER STREET, SUITE 100, DURHAM, NC 27701

Other information needed to identify the organisation:

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Background

The data exporter has entered into a data processing addendum ("DPA") with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full): Patrick Miceli

Position: Director

Address: GRANT WAY, ISLEWORTH, MIDDLESEX, TW7 5QD

Other information necessary in order for the contract to be binding (if any):

DocuSigned by:
Signature.....Patrick Miceli.....
27A5443A7F4A429...

On behalf of the data importer:

Name (written out in full): Justin Benson

Position: CEO

Address: 733 FOSTER STREET, SUITE 100, DURHAM, NC 27701

Other information necessary in order for the contract to be binding (if any):

DocuSigned by:
Signature.....Justin Benson.....
9624ED07D136401...

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is: SKY CP LIMITED

Data importer

The data importer is: SPREEDLY, INC.

Data subjects

The personal data transferred concern the following categories of data subjects:

SKY CUSTOMERS

Categories of data

The personal data transferred concern the following categories of data:

FINANCIAL INFORMATION INCLUDING PAYMENT CARD DETAIL, PRIMARY ACCOUNT NUMBER, AND CVV.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

N/A

Processing operations

The personal data transferred will be subject to the following basic processing activities:

PAYMENT PROCESSING AS DESCRIBED IN SCHEDULE 1 "THE SERVICES".

Processing Location and Subprocessors

	Name of entity conducting the data processing (i.e. Spreedly or a Subprocessor (affiliate or subcontractor))	Country	Description of processing activity	Data Transfer Mechanism (see section 4 – indicate either "SCCs" or "Privacy Shield")
1	DropBox	USA	Document hosting	
2	Slack	USA	Communication	
3	Asana	USA	Project planning and management	
4	HubSpot	USA	Sales/Marketing	
5	Google	USA	Communication	
6	LeadFeeder	USA	Marketing	

	Name of entity conducting the data processing (i.e. Spreadly or a Subprocessor (affiliate or subcontractor))	Country	Description of processing activity	Data Transfer Mechanism (see section 4 - indicate either "SCCs" or "Privacy Shield")
7	Mixpanel	USA	Product usage analytics	
8	Zendesk	USA	Customer support	
9	SurveyMonkey	USA	Customer messaging	
10	Netsuite	USA	Billing and financial reporting	
11	Quickbooks	USA	Billing and financial reporting	
12	Heroku	USA	Application hosting	
13	AWS	USA	Data processing	
14	Adroll	USA	Marketing	

DATA EXPORTER

Patrick Miceli
Name:.....

Authorised Signature
 DocuSigned by:
Patrick Miceli
 27A5443A7F4A429...

DATA IMPORTER

Justin Benson
Name:.....

Authorised Signature
 DocuSigned by:
Justin Benson
 9624ED07D136401...

Appendix 2

to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

https://corporate.sky.com/documents/pdf/tandcs/sky_supplier_security_standard.pdf

SCHEDULE 6

SECURITY AND PRIVACY ADDENDUM



Spreedly - Sky -
Security and Privacy A

SCHEDULE 6

SECURITY AND PRIVACY ADDENDUM

1. Definitions. Capitalized terms not otherwise defined herein (this “**Privacy Addendum**”) shall have the meaning given to such terms in the Terms and Conditions or the Special Terms, as applicable. If any of the defined terms set forth in this Privacy Addendum conflict with a corresponding definition in the Terms and Conditions or Special Terms, respectively, the definition set forth herein shall apply.

1.1 Defined terms used in this Privacy Addendum have the meanings set forth below.

“**Affiliate**” of a Party means any entity that (as of the Effective Date, or thereafter at the applicable time) directly or indirectly now or hereafter Controls, is Controlled by, or is under common Control with that Party.

“**Agreement**” means, collectively, the Terms and Conditions, the Special Terms (including all schedules thereto), this Privacy Addendum and each applicable Order.

“**Applicable Law**” means all Laws applicable to a Party’s performance under the Agreement.

“**data controller**”, “**data processor**”, “**data subject**”, “**process/processing**”, and “**supervisory authority**” shall have the meanings (or reasonably equivalent terms) set out in the applicable Privacy Laws;

“**Content**” means content including feature and television assets, clips, dailies, scripts, music, marketing materials, final cuts, rough cuts, trailers, audio elements, works in progress or other creative works of the Sky Group.

“**Control**” means the power to direct or cause the direction of the affairs, policies or management of a person, whether through the ownership of voting securities, by contract or otherwise.

“**European Data Protection Law(s)**” means all Privacy Laws in the European Territories and which are applicable to the Personal Data in question including, where applicable, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (“**GDPR**”), national laws implementing the EU e-Privacy Directive (Directive 2002/58/EC), the UK Data Protection Act 2018, or and any regulations, instruments or codes of practice issues pursuant to that Act, the Privacy and Electronic Communications (EC Directive) Regulations 2013, and any applicable associated or supplementary data protection laws or regulations, each as updated, amended or replaced from time to time;

“**European Territories**” means collectively (i) the European Economic Area (“**EEA**”), namely the European Union (“**EU**”) Member States and Iceland, Lichtenstein and Norway, (ii) the United Kingdom (“**UK**”) and (iii) Switzerland.

“**Personal Data**” means any information that relates to an individual person and that, alone or in combination with other data, can be used to identify, contact, or precisely locate an individual person, or other information that constitutes “personal data” or “personal information” under applicable Privacy Laws.

“**Personnel**” means, with respect to a Party, that Party’s employees, subcontractors, vendors, agents, officers, directors and other personnel.

“**Privacy Laws**” means all Applicable Laws relating to the processing of Personal Data, privacy and security that may exist in a relevant jurisdiction.

“**SCCs**” means the unchanged EU Commission-approved version of the controller to processor form of the Standard Contractual Clauses (without optional clauses) (as set out in https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en) or any successor clauses that have been approved by the European Commission, or, in respect of Sky Personal Data processed by Spreadly for the benefit of Sky Affiliates in Switzerland and/or processing Swiss Personal Data, a version of the EU Commission-approved clauses that is deemed to be modified as follows: references to the Directive will be deemed to be references to the Swiss Federal Data Protection Act, references to “supervisory authorities” will be deemed to be references to the Swiss Federal Data Protection and Information Commissioner, references to “Member State(s)” will be deemed to be references to “country/countries”, references to “personal data” will be deemed to include references to legal entities and references to “special categories of data” will be deemed to be references to “sensitive personal data and personality profiles”.

“**Security Incident**” means any unauthorized access, use, damage, destruction, alteration, loss or disclosure of, Sky Data (including by or on behalf of Spreadly or its Personnel, or by or through any of their Systems or the Services or Deliverables;

“**Security Standards**” means all of the security standards attached as Annex 3 to this Privacy Addendum.

“**Sky European Personal Data**” means all Personal Data to which European Data Protection Law(s) apply of any Sky Group entity.

“**Sky Personal Data**” means Personal Data in any form, that is, stored, transmitted, accessed, received, collected, generated or otherwise processed by or on behalf of, or made available to, Spreadly in the course of providing Services under this Agreement.

“**Sky Systems**” means Systems owned or controlled by Sky or its Affiliates or its or their Personnel (for clarity, not including Spreadly or its Personnel).

“**Subprocessor**” means any third party, including Spreadly’s Affiliates and subcontractors, appointed by Spreadly to process Sky Personal Data.

“**Systems**” means, with respect to a Party, such Party’s websites, mobile or tablet sites, applications and other digital properties, services, platforms, software, servers, computers, hardware, firmware, middleware, networks, IT systems, workstations, data communications lines, routers, hubs, switches, magnetic, optical or electrical data storage devices, and all other information technology equipment.

“**Third Country**” means, (i) if the relevant Sky Group entity is established in the EEA or Switzerland, a jurisdiction outside the EEA or Switzerland that has not been deemed adequate for data protection purposes by the European Commission, or (ii) if the relevant Sky Group entity is established in the UK, a jurisdiction outside the UK that has not been deemed adequate for data protection purposes under UK law.

“**Virus**” means any virus, worm, “back door,” “Trojan Horse,” drop dead device, time bomb, spyware, adware or other malicious, harmful, destructive or disruptive code, component or device, including any code, component or device that may cause a Security Incident or damages to Systems, or is capable of facilitating any of the foregoing.

2. Data Protection and Security

2.1 Use of Sky Data. Spreadly and its Personnel may access, transmit, receive, collect, generate, use, store, process and share the Sky Data during the Term strictly as necessary to provide the Services or otherwise instructed or permitted in writing by any Sky Group entity. Spreadly shall bind each of its permitted subcontractors that process Sky Data to comply with this Privacy Addendum. For instance, Spreadly shall contractually require any third parties whom it engages in order to fulfill its obligations under the Agreement to assist the Sky Group in

complying with Sky's obligations under Applicable Law regarding access and deletion requests for Sky Data in accordance with this Privacy Addendum. Sky shall retain all right, title, and interest in the Sky Data.

2.2 Restrictions on Use. Spreadly may not use Sky Data for any other purposes, including (a) selling, releasing, renting, transferring, sublicensing, sharing or preparing derivative works in any form or matching or combining with any other Personal Data; (b) re-identifying or de-anonymizing, or attempting to do so with, any Sky Data or usage data, or any portions thereof; (c) unless otherwise required to comply with its obligations under the Agreement, deleting or modifying any Sky Data; or (d) disclosing Sky Data or any related summaries or reports to any third party, including disclosure in any manner that would identify the methods, scope or scale of Sky Data or Sky's use of the Services, without Sky's express written consent. Under no circumstances shall Spreadly use live production Sky Data for testing purposes.

2.3 Disabling Access Credentials. Spreadly shall disable the access credentials of any Spreadly Personnel with access to Sky Systems or Sky Data whose engagement or employment is terminated within 24 hours of the termination.

2.4 Access to Sky Systems. Spreadly may, subject to compliance with the Security Standards, access and use Sky Systems only to the extent necessary to perform the Services. The Parties will jointly determine the nature and extent of Spreadly's access to, or use of, Sky Systems, and Sky may limit or terminate any such access and/or use at any time in its sole discretion, including if Sky identifies any operational or security risks associated with that access or use; provided, however, that Spreadly shall not be liable for failure to perform obligations under the Agreement to the extent performance of such obligations is precluded by Sky's termination or suspension of Spreadly's access and/or use of the Sky Systems. Unless expressly authorized by Sky, Spreadly shall not download or install any software onto Sky Systems. Spreadly shall not tamper with, compromise, or circumvent any Sky security or audit measures.

2.5 Compliance with Security Standards. Spreadly shall comply with the Security Standards, as amended from time-to-time upon the relevant company's reasonable discretion; provided, however, that the relevant company shall provide Spreadly with at least thirty (30) days' prior written notice of any such amendments and Spreadly shall have a period of ninety (90) days after receipt of such notice to implement such amendments. In the event of a conflict with the Security Standards, the terms of this Section 2 shall control. Additionally, Spreadly will implement and maintain administrative, technical, physical, and organizational safeguards regarding security, continuation, backup, and disaster-recovery that are consistent with industry standards and practices and Applicable Laws to protect Sky Data, including an information security management program that includes the controls described in the then-current version of the Security Standard, and any additional security measures agreed to by the Parties.

(a) **Restricted Sky Data**

(1) **Information Security Management**

- (i) Spreadly agrees to establish, maintain, and provide to Sky a written information security program (the "**Information Security Program**") that is no less rigorous than accepted industry practices and that complies with all Applicable Laws with respect to Sky Data. As part of such program, and without limitation to any other obligations, Spreadly shall implement and maintain commercially reasonable physical, technical, and administrative information and data security safeguards to protect the security, confidentiality, integrity, and availability of the Sky Data.
- (ii) Spreadly shall ensure that Information Security Program shall include at a minimum the controls particularized in the Security Standards.

- (iii) Spreadly will further ensure that the Information Security Program includes controls appropriate to the harm which might result from any accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, access or acquisition or all other unlawful forms of processing of Sky Data and will include, at a minimum, and without limitation to any other obligations, the following: (a) physical security of all premises in which Sky Data will be processed or stored; (b) reasonable precautions taken with respect to the employment of and access given to Spreadly Personnel, including background checks and security clearances that assign specific access privileges to individuals and annual security training and familiarity with Applicable Laws impacting the processing of Sky Data; and ensuring that Sky Data is accessible only to such Spreadly Personnel who need to have access to it in order to carry out their roles in the performance of Spreadly's obligations under this Agreement; (c) an identifiable named individual or group that is responsible for overseeing compliance with the obligations in relation to Sky Data contained in the Agreement; (d) a process for monitoring and conducting periodic internal or external audits of compliance with the obligations in relation to Sky Personal Data relevant to the Agreement and (e) a network security program including: (i) encryption, or other secure form, of any Sky Data that is collected, processed, transmitted, stored, accessed or maintained by Spreadly or Spreadly Personnel on its or their networks, Systems and premises or stored on all digital or electronic portable storage devices such as laptops, CDs, diskettes, portable drives, magnetic tapes and other similar devices (collectively, the "**Spreadly Systems**"); and all transmitted records and files containing Sky Data that will travel across public networks or be transmitted wirelessly. Without limitation to any other obligations, Sky Data shall be encrypted in compliance with industry standards and Spreadly shall use reasonable efforts to ensure that the cryptographic protocol shall evolve as reasonably necessary to keep pace with developing technology and threats, including with any requirements or guidance issued by an applicable regulatory body or government agency; (ii) restrictions on storing Sky Data on, or accessing Sky Data from, any portable devices (e.g., laptops, tablets, portable storage devices, mobile devices); (iii) appropriate access controls and data integrity controls, including ensuring that (A) authentication credentials have an expiration period; (B) password complexity standards are implemented to protect Sky Data from unauthorized or malicious access; (iv) testing and auditing of all controls; and (v) appropriate corrective action and incident response plans (at all times, at a minimum, in accordance with industry standards).
- (iv) Spreadly shall provide training to new employees and shall require refresher training for all employees no less than annually as to how to comply with the Information Security Program and all physical, technical, and administrative information security safeguards. Spreadly shall retain records evidencing completion of the initial training and refresher training requirements for all employees authorized to access Sky Data and/or Sky facilities.

- (2) **Information Security Officer.** Spreadly's primary information security officer is Eliot Cohen, Security & Compliance Manager, 917-951-4372, eliot@spreadly.com. Spreadly agrees it will promptly notify Sky of any changes to the identity or information associated with its primary information security

officer.

- (3) **Subcontracting.** Spreadly must obtain Sky's prior written approval before engaging any third party (other than Subprocessors) (each, a "**Subcontractor**") to perform any Services under the Agreement. Spreadly will cause all Subcontractors performing any services pursuant to the Agreement to agree to be bound by this Agreement. Spreadly will be responsible for all actions and inactions of its Subcontractors and Personnel as it is for its own actions and inactions and will not be relieved of any of its obligations under this Agreement. Sky may require Spreadly by notice in writing to cease or suspend the subcontracting of the processing of Sky Data to the Subcontractor if, in the reasonable, good faith opinion of Sky, the Subcontractor is unable to comply with the applicable terms of this Agreement.

(b) **Credit Card Processing**

(1) **Definitions**

- (i) "**Cardholder Information**" means any information that includes: (a) with respect to a payment card, the account holder's name, full account number, service code, expiration date, card validation code/value, PIN or PIN block, or magnetic stripe data; and (b) information relating to a payment card transaction that involving an identifiable person or account.
- (ii) "**Sky Cardholder Information**" means Cardholder Information of any user or consumer of any Sky Group entity.
- (iii) "**PCI Standards**" means the security standards for the protection of payment card data with which payment card companies require merchants and others that store, process, or transmit Cardholder Information to comply, including, but not limited to, the Payment Card Industry Data Security Standards ("**PCI DSS**") currently in effect and as may be updated from time to time.

(2) **Data Protection and Security**

- (i) **Cardholder Information Security.** Spreadly acknowledges that it is responsible for the security of any and all Sky Cardholder Information it possesses or otherwise stores, processes or transmits, or to the extent that Spreadly's activities could impact the security of Sky's Cardholder Information environment. Unless otherwise agreed, Spreadly is responsible for compliance with all applicable requirements of the PCI DSS with respect to any Sky Cardholder Information that it stores, processes, or transmits. Spreadly shall, at its sole cost and expense, take all appropriate steps required to achieve and maintain PCI DSS compliance, as required by the various payment card brands during the duration of this Agreement, and to implement any changes required if those standards are updated. Spreadly shall promptly provide, at Sky's request, its most current Attestation of Compliance and Report on Compliance with the PCI Standards, by an independent third party assessor who is qualified and recognized by the PCI Security Standards Council, LLC, or a successor thereto, to assess compliance with PCI Standards. If during the term of the Agreement, Spreadly undergoes an adverse change in its certification or compliance status with the PCI

Standards, Spreadly shall promptly notify Sky of such circumstances. Spreadly shall not take any actions that will compromise Sky's ability to comply with the PCI Standards.

- (ii) **No Subcontracting Without Prior Consent.** Spreadly will ensure that Sky Cardholder Information is not disclosed to, transferred to or allowed to be accessed by any Subcontractors, except for approved Subcontractors, without the prior written permission of Sky.
- (iii) **Background Screening.** Spreadly will not assign or permit any Personnel to have access to Sky Cardholder Information unless Spreadly has performed appropriate background screening with respect to such Personnel, including previous employment history, criminal record, credit history, and reference checks, to minimize the risk of attacks from internal sources. In no event shall any background screening be performed more than twelve (12) months prior to the date that such Personnel first has access to Sky Cardholder Information. Such background screenings must be conducted in compliance with all Applicable Laws, including without limitation the Fair Credit Reporting Act (FCRA) and similar state and local laws and regulations. Upon request by Sky, Spreadly will verify in writing its compliance with the foregoing, but in no event will Spreadly disclose any screening results or reports to Sky.
- (iv) **PCI DSS Compliance.** Spreadly represents and warrants that it is and will be, at all times during which Spreadly or its subcontractors may process or have access to Sky Cardholder Information, PCI-DSS Service Provider Level 1 compliant. Spreadly will provide a copy of its most recent Attestation of Compliance and Report on Compliance with the PCI Standards to Sky prior to execution of this Agreement. Spreadly will immediately (and not less than 30 days before the effect of such change) notify Sky if it ceases or expects to cease to be PCI DSS compliant, and will ensure all payments are at all times processed by a PCI DSS compliant entity, including working with Sky (including use of an entity chosen by Sky in its sole discretion, if Sky so elects) and at no additional cost to Sky to achieve same.

2.6 Security Reviews. Sky may, not more than two (2) times per calendar year, conduct reviews of Spreadly's security standards, protocols and relevant Systems, including interviews with relevant Spreadly Personnel, and as part of such a review Sky may reasonably request Spreadly to provide responses to Sky's security review questionnaire (each such review, an "**Sky Supplier Security Review**," and each such questionnaire, a "**Supplier Security Review Questionnaire**"). If the findings of an Sky Supplier Security Review or any audit or assessment pursuant to this Agreement (including as set forth in the Security Standards) reveal security problems or concerns, within thirty (30) days of notice from Sky, Spreadly shall, in consultation with Sky and at its sole expense, develop a corrective action plan and a proposed implementation timescale, and implement it accordingly. Upon request, Spreadly shall certify in writing to Sky that the corrective action plan has been completed. Spreadly's failure to timely develop the corrective action plan or implement the approved corrective action plan within the agreed timetable is a material breach of this Agreement. Notwithstanding anything to the contrary set forth in the Agreement, if Sky elects to conduct a Sky Supplier Security Review during a calendar year, such Sky Supplier Security Review shall be in place of, and not in addition to, a Security Audit otherwise permitted by Section 3.4 of this Privacy Addendum (i.e., each such Sky Supplier Security Review shall count toward the maximum number of Security Audits permitted during an applicable calendar year).

2.7 Security Incident. Spreadly will notify Sky without undue delay (and in any event within 24 hours (and otherwise in accordance with the Security Standards) of becoming aware of a Security Incident).

Spreedly will (a) promptly investigate and take all reasonable steps to mitigate any potential damages and remediate the cause of the Security Incident; (b) provide Sky with details of the cause and impact (on Sky and any Sky Group entity) of any Security Incident and provide updates on any material developments or findings; (c) take all reasonable actions to prevent any similar reoccurrence; (d) cooperate with Sky in its efforts to investigate, remediate and mitigate the effects of the Security Incident and fulfill their notification obligations; and (e) cooperate with Sky with respect to any litigation and/or investigation against Sky or any Sky Group entity by third parties due to or that result from the Security Incident.

2.8 Communications. Sky reserves the right to manage all communications concerning any Security Incident with the affected individuals, governmental entities, the public and/or third parties; provided, however, (i) Spreedly may make all communications compelled by Applicable Law; (ii) Spreedly may notify law enforcement as necessary to mitigate and resolve the Security Incident; and (iii) Spreedly may, without consent, notify other third parties retained by Spreedly for the purpose of investigating, remediating, or providing legal advice relating to the Security Incident so long as such third parties are bound by confidentiality and privacy obligations to Spreedly. Spreedly shall not issue, publish or make available to any third party any statement, press release or any other communication concerning the Security Incident without Sky's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

2.9 Privacy Policy and Terms and Conditions. To the extent that Spreedly will collect directly from users data that is not subject to any Sky Group Privacy Policy, Spreedly will maintain and comply with a privacy policy and terms and conditions that are consistent with this Agreement and with Applicable Laws. Such privacy policy will: (i) notify the user of the categories of Personal Data or other information that will be collected; (ii) provide such users the opportunity to opt-out of the use or disclosure of such data; and (iii) provide notice, including any "just-in-time" or short-form notice, and obtain legally enforceable consent for the disclosure of such data to Sky, its Affiliates and each of their Personnel for the purposes reasonably contemplated under this Agreement.

2.10 Notification of Access Requests and Inquiries. Spreedly will promptly (i) and in any event within two (2) business days, notify Sky of any individual's request to exercise the right to access, alter, opt-out, or delete Sky Personal Data (such cooperation to include passing on such requests to permitted subcontractors); (ii) cooperate with Sky in addressing any individual's complaint, allegation, or objection regarding the processing of his/her Sky Personal Data; and (iii) notify Sky of any enquiry, notice or investigation by a regulatory or supervisory authority received by Spreedly, in each case where such contact arises in connection with the Services provided under this Agreement.

2.11 Compliance with Laws. Spreedly shall (a) comply with all Applicable Laws (including all Privacy Laws) and industry self-regulatory principles in performing the Services and its other obligations under this Agreement; (b) ensure that receipt and use of the Services and Deliverables as expressly permitted by the terms of the Agreement will not violate any Applicable Laws (including all Privacy Laws) or industry self-regulatory principles; and (c) obtain all licenses and consents, and pay all fees, required by Applicable Law or industry self-regulatory principles for Spreedly's performance of the Services and Deliverables. Spreedly shall notify Sky promptly if Spreedly or its Authorized Persons receive any complaint from any third party (including a governmental authority) relating to Spreedly's or its Authorized Persons' privacy practices, or their actual or alleged failure to comply with Privacy Laws.

2.12 Data Deletion. Unless otherwise (i) requested by Sky in writing or (ii) as set forth under the Agreement, and in all cases in accordance with the Security Standards, Spreedly must delete any and all Sky Data at the conclusion of the applicable Services or on written instruction from Sky, whichever occurs first and shall promptly on Sky's request certify that such Sky Data has been deleted.

2.13 Materiality and Injunction. Without limitation to any other remedies, Sky shall be entitled to seek equitable relief for any breach of this Privacy Addendum without posting any bond. Spreedly acknowledges that any material breach by Spreedly of this Privacy Addendum constitutes a material breach of the Agreement.

3. Data Processor Provisions.

3.1 Data Processing Agreement. This Privacy Addendum constitutes a data processing agreement in accordance with applicable Privacy Laws. The Parties acknowledge that, to the extent these concepts (or equivalent) exist under applicable Privacy Laws, Sky acts as the data controller of the Sky Personal Data processed by Spreadly in its provision of the Services, and Spreadly acts as the data processor of such Personal Data.

3.2 Processing Overview. The categories of Sky Personal Data to be processed by Spreadly, the processing activities to be performed under this Agreement, and the Subprocessors and processing locations that have been approved by Sky are set out in Annex 1 to this Privacy Addendum.

3.3 Processor obligations. The following provisions apply in relation to any processing of Sky Personal Data by Spreadly (acting as a data processor) or its Affiliates or subcontractors (acting as Subprocessors) as part of the Services. Spreadly shall, and shall ensure that any of its Affiliates and Subprocessors who process Sky Personal Data shall, at no additional cost:

- a) only process Sky Personal Data in accordance with Section 2.1. (Use of Sky Data) of this Privacy Addendum and any written instructions given from time to time by any Sky Group entity;
- b) except as otherwise set forth in this Privacy Addendum, not disclose any Sky Personal Data to a third party or allow any third party to access it (and ensure that its Personnel do not do so) unless Sky has given its prior written consent;
- c) ensure that only such of its Personnel who may be required by Spreadly to assist it in meeting its obligations under this Agreement will have access to Sky Personal Data and that such Personnel are bound by appropriate obligations of confidentiality, and take commercially reasonable steps to ensure the reliability of such Personnel;
- d) implement and maintain appropriate technical and organizational measures to protect Sky Personal Data, including as appropriate the safeguards and controls referred to in Article 32 (1) of the GDPR and consistent with the security measures required to be implemented by Spreadly under Section 2.5 of this Privacy Addendum;
- e) notify Sky without undue delay and in any event within 24 hours of its becoming aware of any Security Incident involving Sky Personal Data (“**Sky Personal Data Security Incident**”) in accordance with Section 2.7. of this Privacy Addendum;
- f) inform Sky of any data subject or supervisory authority enquiries or complaints in accordance with Section 2.10 of this Privacy Addendum;
- g) in connection with appointing any new Subprocessor (other than the ones listed in Annex 1) to process Sky Personal Data, Spreadly shall in all cases:
 - i. carry out adequate due diligence to ensure that the proposed Subprocessor is capable of providing the level of protection for Sky Personal Data that is required under this Privacy Addendum;
 - ii. provide reasonable prior notice to Sky of the identity and location of the proposed Subprocessor, a description of the intended processing to be carried out by the Subprocessor and confirmation that adequate due diligence has been conducted on it; and
 - iii. impose legally binding contract terms on the Subprocessor in relation to the processing of Sky Personal Data that are equivalent to (and in the case of Sky European Personal Data, terms which are the same as) those contained in this Section 3.3 of this Privacy Addendum;

Sky has the right to reasonably object to Spreadly's use of a new Subprocessor by notifying Spreadly in writing within ten (10) business days of receiving the notice described in clause (ii) above. Any such objection shall describe the reasonable grounds for Sky's objection (e.g., if use of the applicable, new Subprocessor would violate applicable laws or weaken protections for the applicable Sky Personal Data). Spreadly will use commercially reasonable efforts to resolve the objection by Sky. If Sky fails to deliver a written objection within such 10-business day period, Sky shall be deemed to have consented to such new Subprocessor.

- h) provide such information, cooperation and assistance to allow Sky to comply with its obligations as a Data Controller under applicable Privacy Laws, including in relation to data security; data breach notification; data protection impact assessments; data portability; prior consultation with supervisory authorities; the fulfilment of data subject's rights; and any enquiry, notice or investigation by a supervisory authority;
- i) make available to Sky, upon reasonable request, all information necessary to demonstrate compliance with the terms of this Privacy Addendum;
- j) maintain written records of all categories of processing activities carried out on behalf of Sky containing the information prescribed in applicable Privacy Laws, and make such records available to Sky to the extent required by Privacy Laws;
- k) not process Sky Personal Data at, or access Sky Personal Data from, any locations other than the ones specified in Part C of Annex 1 (Processing Overview) without Sky's express prior written consent. Any consent granted by Sky in relation to the processing of, or access to Sky European Personal Data in a Third Country will be subject to the requirements set out below in Section 5 of this Privacy Addendum.
- l) securely delete all Sky Personal Data at the conclusion of the applicable Services or on written instruction from Sky referred to in the confidentiality provisions of this Agreement, and shall promptly on Sky's request certify that such Sky Personal Data has been deleted. Spreadly shall give Sky reasonable advance notice of its intention to delete the Sky Personal Data and shall obtain Sky's approval for the deletion before deleting the data.
- m) Spreadly acknowledges and agrees that it shall remain liable to Sky for a breach of the terms of this Agreement by a Subprocessor and other subsequent third party processors appointed by the Subprocessor.

3.4 [Data Protection Audits.] Spreadly shall provide all information required to be provided in subsections 3.3 (i) and 3.3(j) of this Privacy Addendum and allow Sky (or its representatives bound by appropriate obligations of confidentiality) to conduct data security audits in accordance with this Section 3.4 (each, a "**Security Audit**"); provided that Sky (i) provides prior written notice of at least thirty (30) days before commencing a Security Audit, and (ii) conducts not more than two (2) Security Audits per year. Notwithstanding the foregoing, the two times per year limitation shall not limit Sky's right to conduct an additional Security Audit during a calendar year: (1) following a Sky Personal Data Security Incident or (2) if required by applicable Privacy Law(s) or a regulator or supervisory authority, including, as appropriate to the Services, onsite visits to Spreadly's premises. In such circumstances, Sky shall not be obliged to provide thirty (30) days' prior notice of any such Security Audit, but shall use its best efforts to provide as much advance notice as is practicable given the circumstances. Each such Security Audit shall be conducted during Spreadly's normal business hours, in a manner that does not unreasonably disrupt Spreadly's business operations, and at Sky's sole expense, except where the Security Audit is conducted due to a Sky Personal Data Security Incident. If (i) Sky determines in connection with any such Security Audit that Spreadly has failed to perform any of its obligations under this Privacy Addendum and/or the Agreement, and (ii) Sky notifies Spreadly in writing of Spreadly's breach of this Privacy Addendum and/or the Agreement, then Spreadly shall, in consultation with Sky and at its sole expense, within thirty (30) days develop a corrective action plan and a proposed implementation timescale, and shall implement this plan accordingly. Spreadly shall certify in writing to Sky that the corrective action plan has been completed upon request. Spreadly's failure to develop the corrective action plan, or

use commercially reasonable efforts to implement the approved corrective action plan within the agreed timetable, is a material breach of this Agreement. These inspection and corrective action rights supplement, and in no way limit, Sky's other rights in this Privacy Addendum and/or the Agreement. For avoidance of doubt, notwithstanding anything to the contrary set forth in the Agreement (including, without limitation, the Sky Security Standards) excluding Sky's rights set forth in this Section 3.4 with respect to a Security Audit following a Sky Personal Data Security Incident: (1) each such Security Audit shall be conducted as part of, and not in addition to, an Audit otherwise permitted under the Agreement, and (2) Spreadly shall not be required to permit Sky (or any other representative engaged by Sky) to conduct any additional security reviews, assessments or audits.

4. Cross Border Data Transfer.

4.1 Spreadly shall, and shall ensure that its Subprocessors shall, comply with (and cooperate with Sky to facilitate Sky's compliance with) the requirements of applicable Privacy Laws, including in relation to cross border data transfer and/or data localization, such as the execution of data transfer agreements with Sky or its Affiliates.

4.2 SCCs. If and to the extent that Spreadly hosts, accesses or otherwise Processes Sky European Personal Data at or from its facilities in a Third Country as a data processor for Sky Group entities in the European Territories, the SCCs shall be deemed to be incorporated by reference in this Privacy Addendum and apply between Spreadly as data importer and the relevant Sky Group entity as data exporters. Unless otherwise agreed by the Parties, Annexes 1 and 2 of this Privacy Addendum shall apply and be deemed to be Appendices 1 and 2 of the SCCs, and for the purpose of Clauses 9 and 11(3) of the SCCs, the governing law will be the country in which the relevant Sky Group entity is established. Nothing in this Agreement shall be construed to prevail over any conflicting clause of the SCCs. Each Party acknowledges that it has had the opportunity to review the SCCs.

4.3 Privacy Shield. Notwithstanding the terms of Section 4.2, if Spreadly is in the United States and has an active certification under the EU-U.S. Privacy Shield program (and the Swiss-US Privacy Shield program, if applicable) which covers the relevant activities or services, such certification shall be used in lieu of the SCCs. If Spreadly loses its Privacy Shield program certification, or the certification becomes invalid for any reason, the Parties agree that they will have been deemed to have executed the SCCs.

4.4 European Spreadly Transferring European Personal Data to Third Country Subprocessors. This subsection applies if Spreadly is established in the European Territories. If and to the extent that any Subprocessor engaged by Spreadly to process Sky European Personal Data is located in a Third Country, Spreadly will assist Sky and its Affiliates based in the European Territories and/or that process Personal Data of data subjects in the European Territories to adduce an adequate level of protection for the Sky European Personal Data by entering into the SCCs with the Subprocessor on Sky's behalf. Sky hereby appoints Spreadly as its agent to enter into such SCCs on Sky's behalf. Spreadly shall provide Sky with a copy of any SCCs entered into pursuant to this section promptly on request. It will not be necessary for Spreadly to enter into the SCCs on Sky's behalf if the Subprocessor is Privacy Shield certified, provided that the Subprocessor's certification is current, covers the relevant services and the Privacy Shield is and remains a lawful transfer mechanism. In such event, Spreadly shall notify Sky. This notification obligation shall be met if the information is included in Annex 1 Part C.

4.5 Invalidity of Data Transfer Mechanism. If, for whatever reason, the transfer of Sky European Personal Data under the EU-U.S. Privacy Shield program (and the Swiss-US Privacy Shield program, if applicable) and the SCCs ceases to be lawful, Sky may, at its discretion:

- (a) require Spreadly to cease transfers of Sky European Personal Data to, or access to such data from, the relevant jurisdictions, or
- (b) request that Spreadly cooperates with Sky to facilitate Sky's use of an alternative lawful data transfer mechanism that will permit Sky and Sky Group entities established in the European Territories and/or that process Personal Data of data subjects in the European Territories to continue to benefit from the Services in compliance with applicable Privacy Laws.

If Sky and Spreadly are unable to promptly enter into such an alternative data transfer mechanism, then Sky may (at its option) terminate the Agreement, or reduce its scope to exclude Sky European Personal Data, at no additional cost to Sky.

5. Representations and Warranties. Spreadly hereby represents and warrants to Sky that:

5.1 Spreadly has provided (and will in future provide) accurate and complete responses to any information requested by Sky in accordance with the terms of this Privacy Addendum.

5.2 Spreadly shall (a) cause its Personnel working on Sky's premises, or having access to Sky Systems, to comply with all applicable Sky regulations and policies; and (b) ensure that each of its Personnel complies with all provisions of this Agreement applicable to Spreadly. Spreadly shall take reasonable precautions with respect to the employment of and access given to its Personnel, including (1) (i) conducting background checks and security clearances that assign specific access privileges to individuals and (ii) annual security training; and (2) ensuring all of its Personnel are familiar with Applicable Laws concerning the processing of Personal Data. Spreadly is liable to Sky and, as between the Parties, to all other persons, for (i) the failure of Spreadly Personnel to comply with this Agreement to the same extent that Spreadly would have been had Spreadly failed to comply; and (ii) the acts and omissions of Spreadly Personnel.

5.3 Spreadly shall not collect, use, store, share or process any Sky Data in connection with the Services other than in accordance with this Agreement.

5.4 Spreadly shall ensure the integrity of all Sky Data in connection with Spreadly and its Personnel's use thereof and Spreadly Systems.

5.5 Spreadly will employ at minimum industry standard anti-Virus methodologies, technologies and other means to prevent the introduction of Viruses in the Sky Systems.

Annex 1 to Privacy Addendum

Processing Overview / Appendix 1 of the SCC

A. Processing Overview and Duration:

Spreadly is a SaaS [REST API](#) that allows customers to [securely capture](#) tokenize and vault payment methods and use them to transact against any number of payment gateways and third party APIs. Payment methods can be [collected](#), vaulted and tokenized via [iFrame](#), [Spreadly Express](#), or [Direct API](#). Payment methods tokenized by Spreadly are stored at Spreadly and can be [redundantly vaulted at various payment gateways](#). Payment methods stored in Spreadly can be used to pass a payment method for transaction processing to [different payment end points](#).

Spreadly will process Sky Personal Data for the duration of this Agreement unless Sky instructs Spreadly to delete or return the data at an earlier or later date, as it is entitled to do under the Agreement.

B. Information for Appendix 1 of the SCC:

Data exporter: *Sky CP Limited*

Data importer: *Spreadly, Inc.*

1. Data subjects

The Personal Data transferred concern the following categories of data subjects (please specify):

Sky customers

2. Categories of Data

The Personal Data transferred concern the following categories of data (please specify):

FINANCIAL INFORMATION INCLUDING PAYMENT CARD DETAIL, PRIMARY ACCOUNT NUMBER, AND CVV.

3. Special categories of data / sensitive Personal Data

The Personal Data transferred concern the following special categories of data (please specify):

N/A

4. Processing operations

The Personal Data transferred will be subject to the following basic processing activities (please specify):

PAYMENT PROCESSING AS DESCRIBED IN SCHEDULE 1, "THE SERVICES", OF THE SPECIAL TERMS AGREEMENT.

C. Processing Location and Subprocessors

	Name of entity	Country	Description of	Data Transfer
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	conducting the data processing (i.e. Spreadly or a Subprocessor (affiliate or subcontractor))		processing activity	Mechanism (see section 4 – indicate either “SCCs” or “Privacy Shield”)
1	DropBox	USA	Document hosting	
2	Slack	USA	Communication	
3	Asana	USA	Project planning and management	
4	HubSpot	USA	Sales/Marketing	
5	Google	USA	Communication	
6	LeadFeeder	USA	Marketing	
7	Mixpanel	USA	Product usage analytics	
8	Zendesk	USA	Customer support	
9	SurveyMonkey	USA	Customer messaging	
10	Netsuite	USA	Billing and financial reporting	
11	Quickbooks	USA	Billing and financial reporting	
12	Heroku	USA	Application hosting	
13	AWS	USA	Data processing	
14	Adroll	USA	Marketing	

Annex 2 to Privacy Addendum (Information for Appendix 2 of the SCCs)

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer (Spredly) agrees and warrants that it has implemented and will maintain technical and organisational measures appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. These measures ensure a level of security appropriate to the risks presented by the processing and the nature, scope, context and purposes of the processing, having regard to the state of the art and the cost of their implementation, including as appropriate: (i) the pseudonymization and encryption of Sky Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Sky Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

The measures data importer has taken include, as appropriate and without limitation:

1. Implementation of and compliance with a written information security program consistent with established industry standards and including administrative, technical, and physical safeguards appropriate to the nature of Personal Data and designed to protect such information from: unauthorized access, destruction, use, modification, or disclosure; unauthorized access to or use that could result in substantial harm or inconvenience to the data exporter, its customers or employees; and any anticipated threats or hazards to the confidentiality, security, availability or integrity of such information.
2. Adopting and implementing appropriate policies and standards related to security;
3. Assigning responsibility for information security management;
4. Devoting adequate personnel resources to information security;
5. Carrying out verification checks on permanent staff who will have access to Personal Data;
6. Conducting appropriate background checks and requiring employees, vendors and others with access to the Personal Data to enter into written confidentiality agreements;
7. Conducting training to make employees and others with access to Personal Data aware of information security risks and to enhance compliance with data importer's policies and standards related to data protection;
8. Preventing unauthorized access to the Personal Data through the use, as appropriate, of physical and logical (passwords) entry controls, secure areas for data processing, procedures for monitoring the use of data processing facilities, built-in system audit trails, use of secure passwords, network intrusion detection technology, encryption and authentication technology, secure log-on procedures, and virus protection, monitoring compliance with data importer's policies and standards related to data protection on an ongoing basis. In particular, data importer has implemented and complies with, as appropriate and without limitation:
 - a. Confidentiality
 - (1) Physical access control measures to prevent unauthorized access to data processing systems (e.g., access ID cards, card readers, desk officers, alarm systems, motion detectors, burglar alarms, video surveillance and exterior security);

- (2) Denial-of-use control measures to prevent unauthorized use of data protection systems (e.g., automatically enforced password complexity and change requirements, firewalls, etc.);
- (3) Requirements-driven authorization scheme and access rights, and monitoring and logging of system access to ensure that persons entitled to use a data processing system have access only to the data to which they have a right of access, and that Personal Data cannot be read, copied, modified or removed without authorization (virtual access controls);

b. Integrity

- (1) Data transmission control measures to ensure that Personal Data cannot be read, copied, modified or removed without authorization during electronic transmission, transport or storage on data media, and transfer and receipt of records. In particular, data importer's information security program shall be designed (transfer control):
 - i. To encrypt in storage any data sets in data importer's possession, including sensitive Personal Data.
 - ii. To ensure that any sensitive Personal Data transmitted electronically (other than by facsimile) to a person outside data importer's IT system or transmitted over a wireless network is encrypted to protect the security of the transmission.
- (2) Data Entry control measures to ensure data importer can check and establish whether and by whom Personal Data has been input into data processing systems, modified, or removed (input control);

c. Availability and resilience

Availability control includes measures to ensure that Personal Data are protected against accidental destruction and loss.

d. A process for regularly testing, assessing and evaluating

- (1) Organizational control
- (2) Privacy by default
- (3) Subcontractor supervision measures to ensure that, in the case data importer is permitted to use sub-processors, the data is processed strictly in accordance with the controller's instructions including, as appropriate and without limitation;
 - i. Measures to ensure that Personal Data is protected from accidental destruction or loss including, as appropriate and without limitation, data backup, retention and secure destruction policies; secure offsite storage of data sufficient for disaster recovery; uninterrupted power supply, and disaster recovery programs;
 - ii. Measures to ensure that data collected for different purposes can be processed separately including, as appropriate and without limitation, physical or adequate logical separation of client data.

9. Taking such other steps as may be appropriate under the circumstances.

Annex 3 to Privacy Addendum

Security Standards⁶

Part 1: NBCUniversal Third Party Information Security Standard *(see attached)*



Part 2: Sky Supplier Standard *(see attached)*



Document comparison by Workshare 10.0 on Tuesday, October 1, 2019 5:55:00 PM

Input:	
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Document 2 ID	iManage://WORKSITE/WSACTIVE/12520734/2
Description	#12520734v2<WSACTIVE> - Spreadly / Sky/ Security and Privacy Addendum (FINAL CLEAN 10-1-19)
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Format change	
Moved deletion	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Total changes	1

SCHEDULE 7

TERMS & CONDITIONS



Sky Standard Terms
(24.01.19) v60.PDF

(“Terms & Conditions”)

1. Definitions and Interpretation

1.1 Unless the context requires otherwise, capitalised words and phrases have the meaning assigned to them as follows or in the body of these Terms & Conditions:

“**Adoption Agreement**”: an agreement entered into by another Sky Group entity and you adopting these Terms & Conditions and, as applicable, any Order;

“**Agreement**”: the contract constituted by your acceptance of an Order that incorporates these Terms and Conditions, in accordance with clause 2;

“**Business Information**”: any Order, data, documents, databases, designs, schedules, instructions, plans, specifications, sketches, models, samples, technical information and/or other information written, oral or otherwise of any type, however disclosed, relating to the business activities of the Sky Group or Service Beneficiaries;

“**Control**” shall mean the power of a person, company, association or other separate legal entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes and “Controlled” shall be construed accordingly;

“**Deliverables**”: the goods, materials, licences and/or services (and any physical results thereof) described in or otherwise required or delivered pursuant to the Agreement;

“**Indemnified Entity**”: any Sky Group member and/or Service Beneficiary;

“**IPR**”: all copyrights and all rights in patents, databases, designs, trademarks, trade names, domain names, service marks, trade secrets, know-how and other intellectual property rights (registered or unregistered) and all applications for the same and all rights having similar effect anywhere in the world;

“**Law**”: any of the following: (a) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time; (b) the common law and the law of equity; (c) any binding court order, judgment or decree; (d) any applicable industry code, policy or standard enforceable by law; and (e) any applicable legally binding direction, policy, requirement, code, principle, rule or order that is given by a regulator;

“**Loss**”: all losses (including fines, penalties and tax liabilities), demands, liabilities, claims (threatened or actual), proceedings and damages and all related costs, expenses and payments, including those made to third parties (including additional taxes, irrecoverable VAT, legal fees and disbursements and costs of investigation, litigation, settlement, judgment and interest);

“**Order**”: the purchase order detailing, amongst other things, the Deliverables, and the charges that together with these Terms and Conditions forms the Agreement;

“**Service Beneficiary**”: any Service Provider or Service Recipient;

“**Service Provider**” means any service provider of the Sky Group;

“**Service Recipient**” means (a) any joint venture entity to whom we provide technical, infrastructure or enterprise services as part of such joint venture; and (b) any of our customers receiving our products and services;

“**Sky Group**”: means Sky Limited and any legal entity that: (a) is a direct or indirect parent or subsidiary undertaking of Sky Limited as defined in s1162 of the Companies Act, 2006 (as amended); or (b) directly or indirectly: (i) is Controlled by Sky Limited (ii) Controls Sky Limited; or (iii) is under substantially common Control with Sky Limited;

“**Sky Limited**”: means the entity currently named Sky Limited, incorporated in England & Wales with registered company number 02247735;

“**Sky Security Standard**”: the Sky Security Standard available at http://corporate.sky.com/documents/pdf/tandcs/sky_supplier_security_standard.pdf, as amended from time to time;

“**Sky, we, us, our**” means the Sky Group entity raising the Order;

“**Special Terms and Conditions**” means a variation of these Terms and Conditions agreed and signed by you and us which applies to a particular Order or is to apply as a framework to a number of Orders to be raised for specific goods, services and licences under these Terms and Conditions;

“**Supplier**” or “**you**”: you, the addressee of an Order;

“**Supplier Personnel**”: as defined in clause 13.1; and

“**Third Party Act**” means the Contracts (Rights of Third Parties) Act 1999.

1.2 Words importing the singular include the plural and vice versa; persons include unincorporated associations, partnerships and any entity with legal standing. References to “include” or “including” are construed as being without limitation. Clause headings are for ease of reference only and do not affect the interpretation or construction of the Agreement. References to a particular Law or provision of Law shall be construed as a reference to such Law or provision as amended and in force from time to time and to any Law which replaces, re-enacts or consolidates (with or without modification) any such Law. A reference to any remedy, consequence or right of a party pursuant to a breach of a provision by the other party does not limit any other right or remedy of the party unless it is expressly stated to do so. References to “any” means “any” or “all” as the context requires.

2. Acceptance of Order

2.1 Any Sky Group entity may place Orders under these Terms and Conditions and in the absence of any express reference to a Sky Group entity, the contracting entity shall be Sky UK Limited (02906991). You must not accept Orders from Service Beneficiaries unless consented to in writing and signed by us. Where requested by any Sky Group entity and notwithstanding the foregoing provisions of this clause 2.1, you shall enter into an Adoption Agreement, to create a separate and discrete contractual relationship between you and that Sky Group entity.

2.2 Your commencement of delivering Deliverables pursuant to an Order, or other implied or express communication of acceptance of the Order by you, shall constitute acceptance by you of the Order on these Terms and Conditions (except insofar as these Terms and Conditions are explicitly referenced and varied by the Order or any Special Terms & Conditions). However, any terms and conditions that you state on any quote, invoice, order form or other documentation to apply to any Order shall have no force or effect.

2.3 Regardless of the date of acceptance of the Order, these Terms and Conditions shall, absent any signed agreement between us to the contrary, be effective from the commencement of provision of any Deliverables by you and, shall apply to all goods, materials, licences and/or services predating the Order.

3. Supply of Deliverables

3.1 You shall supply the Deliverables to us in accordance with the timings set out in the Order or as otherwise agreed in writing. If you cannot deliver on time then you must promptly notify us of the earliest possible substitute date for delivery. Regardless of such notice, and unless we expressly agree to the substitute delivery date in writing, your failure to supply the Deliverables on time shall entitle us, to cancel all or part of the Agreement without liability to you. You must supply Deliverables at or to the locations specified in the Order and if you do not then you will bear any additional expense in handling and delivering to the correct destination.

4. Acceptance of Deliverables

4.1 If supply of Deliverables (or part thereof) pursuant to the Agreement is incomplete or defective, we reserve the right to accept or reject the Deliverables so supplied and/or to cancel or vary the balance of the Agreement. Deliverables may be subject to inspection, testing and subsequent acceptance by us. Where Deliverables constitute services, our approval of their performance is required. We are not obliged to accept Deliverables without full written instructions for use. Deliverables in the form of goods supplied other than in accordance with the Agreement may (at Sky’s discretion) be returned to you at your expense and risk and you shall pay all our associated costs in doing so. If any, or any part of, any Deliverables (whether or not inspected, tested or approved by us) do not comply with the requirements of the Agreement or are otherwise not satisfactory quality and fit for purpose and accordingly not accepted by us, then we shall be entitled, to: (a) require you to promptly (and in any event within 14 days) replace or re-perform the relevant Deliverables to accord to the Agreement; or (b) arrange to have those Deliverables supplied or performed by a third party (in which case you shall reimburse us for all reasonable additional costs and expenses thereby incurred); or (c) terminate the Agreement immediately by written notice to you and require you to promptly repay us any monies which we have paid to you.

4.2 You indemnify the Indemnified Entities in full against any and all Loss (including loss of profits, loss of revenue, loss of anticipated savings, loss of contracts, loss of bargain, increased costs of working and any consequential, indirect or economic loss) awarded against or incurred or paid by the Indemnified Entities as a result of or in connection with: (a) any claim that any of the Deliverables (and/or the Indemnified Entities receipt and use of the same) infringe the IPR of any other person; and/or (b) any negligent act or omission of you or the Supplier Personnel.

5. Warranties

You represent and warrant to us that: (a) you have the right, power and authority to enter into and to carry out your obligations under the Agreement; (b) the Deliverables correspond strictly with any and all of our requirements or specification (oral or in writing) supplied to or by us, or agreed with you, by or on our behalf; (c) the Deliverables (and you in your provision thereof) comply with: (i) all policies and standards made available to you by us from time to time, including (1) those made available on Sky’s corporate website at <http://corporate.sky.com/about-sky/other-information/how-to-be-a-supplier> on the date of the Order, and (2) the Sky Security Standard; and (ii) all applicable Law; (d) all Deliverables that are services will be performed by appropriately experienced, qualified and trained employees (or sub-contractor’s authorised by us in accordance with clause 14.3) who will act with due care and diligence, in accordance with best industry practice; (e) you will at all times maintain insurance with a reputable insurance company sufficient to meet any potential liability under the Agreement; and (f) the Deliverables will be of satisfactory quality, free of defects and errors and fit for their purpose.

6. Confidentiality

Except where freely and legitimately available to the public prior to disclosure, you must not use or disclose to any third party any Business Information for any purpose other than as strictly necessary to supply the Deliverables. All rights in the Business Information remain our property. You must keep our Business Information confidential and secure and, on demand, either destroy it (with certification by one of your officers) or return it to us. You must not: (a) denigrate us or our products in any way whatsoever; or (b) without our prior written consent, advertise or publicise in any way the fact that we are your customer.

7. Data Protection

If you are processing personal data under this Agreement then you must comply with (and all Orders shall be governed by) the Data Processor Obligations at [Annex 1](#) to these Terms and Conditions. Without affecting any other provision of the Agreement, a breach by you of any provision of the Data Processor Obligations, constitutes a material breach of the Agreement and you hereby indemnify the Indemnified Entities against all Loss suffered by or brought against them in connection with a breach by you of this clause 7 and/or the Data Processor Obligations.

8. Charges

8.1 The price of or fees for Deliverables are set out in the Agreement and, unless expressly stated otherwise, are exclusive of any applicable value added tax but inclusive of all other taxes, duties, charges, levies, royalties, labour, materials, carriage, insurance, subsistence, administration, overheads, profit or any other costs, expenses or resources required for the supply of the Deliverables. If requested, you agree to provide an electronic catalogue in a format defined by Sky that accurately reflects the price of or fees for the Deliverables set out in the Agreement. You will pass on to us the full benefit of any rebates/discounts given to you and that you would not have received but for our business.

8.2 You may render invoices to Sky following acceptance of the Deliverables in accordance with clause 4.1 or as otherwise specified in the Agreement. Invoices must: (a) be submitted electronically via Ariba or such other electronic method as required by us; and (b) include the Order reference (or DO number); and (c) conform to the Order regarding price and quantity; and (d) be addressed to the relevant Sky Group entity, Accounts Payable, Shared Service Centre, Watermark House, Livingston, EH54 7HH; and (e) conform with all our other reasonable requirements; and (f) reflect any electronic catalogue provided in clause 8.1 above. You are liable to pay any fees associated with processing invoices (including applicable third party fees for your use of any electronic processing platform).

8.3 Unless otherwise expressly stated in the Agreement, we shall pay each, valid and undisputed VAT invoice before or during our batch processing week that is 60 days from the date Sky receives the invoice. Cleared funds should be received within 2 business days of being processed for payment via BACS and on the same day for foreign exchange wire payments. If we do not pay an undisputed invoice on time, then you may charge (and if charged we shall pay) interest on the overdue amount, at the rate of 2% above the Official Bank Rate set by the Monetary Policy Committee of the Bank of England from the due date until the date we pay the undisputed sum due.

8.4 If we dispute part of the invoice, then we may offer the undisputed sum in full and final settlement of the invoiced amount. You must indicate within 7 days of receipt of such offer whether or not you accept it and, if so, you waive the disputed sum and any interest otherwise payable thereon and you must then issue an appropriate credit note to us. We shall pay the undisputed sum to you on receipt of such confirmation and credit note.

8.5 You agree that the interest payable under this clause 8 is a substantial remedy for overdue amounts and is in lieu of any sums due pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and/or the Late Payment of Commercial Debts Regulations 2013.

8.6 You agree that we may deduct from any monies due or becoming due to you any monies due from you to us, whether in connection with the Agreement or otherwise.

8.7 We reserve the right to deduct or withhold tax as required by Law, and we shall have no obligation to pay any additional amounts to you by way of compensation (or to otherwise gross-up any payments) as a result of any such deductions or withholdings.

8.8 Except as provided in clause 8.7, neither party is liable for any taxes which the other party is legally obliged to bear and which relate to any transactions contemplated under this Agreement.

9. Termination

9.1 Without prejudice to any of our other rights or remedies, we may, by written notice to you, immediately terminate this Agreement and any or all related Agreements without liability to you in the event that you: (a) fail to supply any

Deliverables on time; (b) fail to remedy any other material breach within 5 days of receipt of written notice from us to do so; or (c) are unable to pay your debts for the purposes of section 123 of the Insolvency Act 1986, or you make or propose any voluntary arrangement or composition with your creditors or if a bankruptcy or winding up petition is presented for you or if you enter into compulsory or voluntary liquidation or have a receiver or other officer appointed over the whole or any part of your assets or undertaking or you have an administrator appointed to manage your affairs, business and property or if you take or suffer any similar action in consequence of debt or insolvency under the laws of the United Kingdom or any equivalent of the foregoing in any other jurisdiction.

9.2 We may terminate the Agreement in whole or in part at any time on no less than 7 days' prior written notice. Subject to you taking all reasonable steps to mitigate your loss, we will, on termination pursuant to this clause 9.2, reimburse your reasonable costs incurred in the performance of your obligations up to the date of termination in respect of which we have not yet made any payment, such costs in no circumstances to exceed the agreed charges for the Deliverables affected. Where we terminate the Agreement in part, you will supply the remaining Deliverables in full and in a timely fashion and the charges shall be reduced accordingly.

9.3 Prior to termination or expiry of the Agreement, you shall consult with us about the steps to be taken to ensure an orderly cessation of the Deliverables and maintain our business continuity, including the delivery or migration of Sky data in a meaningful and useable format to us or a successor supplier of Sky.

10. Intellectual Property

10.1 You warrant that the Deliverables (and our, the Sky Group and the Service Beneficiaries' use and enjoyment of the Deliverables) will not infringe any third party's IPR.

10.2 Unless this clause is expressly overridden in an Agreement, all IPR in the Deliverables arising in connection with the Agreement and any media upon which such rights are contained (including any preparatory material and any media used to store such material) shall be our property and you shall assign the same to us with full title guarantee. To the fullest extent possible, you hereby assign, in consideration of the sum of £1 (receipt of which is hereby acknowledged by you), such rights to us with full title guarantee and, where relevant, by way of a present assignment of future rights.

10.3 In respect of any IPR that is expressed in an Agreement as not assigned to us, and notwithstanding anything to the contrary in any licence agreement entered into under an Order (unless it expressly varies with specific reference to this provision), you hereby grant to the Sky Group a non-exclusive, perpetual, irrevocable, royalty-free, unlimited (including the right to transfer/sublicence in whole or in part) licence to use such Deliverables (and any ancillary rights necessary to enable the Sky Group and any Service Beneficiary to make full use of the Deliverables) for any purpose whatsoever.

10.4. You hereby agree promptly and without charge to procure the execution, completion and/or delivery of any formal consents or agreements (including waivers of moral rights) reasonably required by us to formalise or enforce the assignments of rights granted herein or otherwise for the full enjoyment by us of such rights.

11. Title and Risk

Title and risk in the Deliverables passes to us on delivery in accordance with the Agreement (except where the Deliverables include installation, in which case risk passes on completion of installation) but does not prejudice any of our rights or remedies, including rejecting the Deliverables.

12. Audit

12.1 You shall give us and/or our agents reasonable, accompanied access, during working hours, to inspect and audit ("Audit") your premises, systems, data, records, manuals, policies, processes, controls and other information relating to the Deliverables and your personnel ("Records & Controls") in order to: (a) monitor compliance by you with your obligations under the Agreement and verify the accuracy, integrity, confidentiality and security of your Records & Controls to the extent relevant to your obligations under the Agreement; (b) verify your compliance with any applicable Law; (c) conduct any of our statutory audits; or (d) comply with any directions imposed on us by a regulator.

12.2. We may give you 2 days' notice of an Audit and you shall provide prompt assistance to us and/or our agents without charge for so long as is reasonably necessary to carry out an Audit. If you process sensitive personal data (as defined in the Directive) or Secret Data (as defined in the Sky Security Standard), then Audits may be without notice.

12.3 We may conduct Audits any time up to 6 years after the end of the calendar year following expiry or termination of the Agreement.

12.4 Except where otherwise stated in the Agreement, we will bear the cost of any Audit unless the Audit reveals that you are not compliant, in which case you shall promptly pay all our reasonable fees and reimburse our costs of the Audit. If we

have overpaid you under the Agreement, then you shall also promptly refund such overpayment to us, with interest. This clause 12.4 does not apply to Audits under clause 7 and it does not affect our rights to separately claim damages for any breach of contract or our rights to claim under any indemnity in the Agreement.

13. Supplier Personnel

13.1 You shall procure that all of your employees, workers, approved sub-contractors or agents ("Supplier Personnel") attending our or a third party's site in connection with this Agreement comply with: (a) any reasonable directions or instructions given to them; and (b) any applicable security, health and safety or other notices and regulations.

13.2 You shall: (a) be solely responsible for all matters arising out of any contract of employment or engagement for Supplier Personnel, whether express or implied and warrant that you have properly assessed the employment status of all Supplier Personnel and where they are assessed to be employees that you have accounted for (and paid where applicable) all tax and national insurance liabilities; and (b) not do (or omit to do) anything which could or could be expected to imply an employment relationship between us and such Supplier Personnel. You indemnify and hold harmless the Indemnified Entities against any Loss including any employer or employee tax or national insurance liabilities which any Indemnified Entities may suffer as a result of any claim or threatened claim that an employment or other relationship exists between any Indemnified Entities and the Supplier Personnel or arising out of your failure to comply with these clauses 13.1 and 13.2.

13.3 Without limiting clauses 13.1 and 13.2, you indemnify the Indemnified Entities against all Loss suffered by the Indemnified Entities, either directly or under an agreement with a successor supplier of the Deliverables to us or which otherwise arise out of or in connection with: (a) any breach of Regulation 13 (duty to inform and consult representatives) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended ("TUPE"); (b) any actual or alleged act or omission by you of any of your obligations or liabilities, or any other event occurring prior to the termination of the Agreement, in relation to Supplier Personnel; and (c) without limitation, any claim for redundancy payment, unfair dismissal compensation or notice monies and expenses or a protective award, in connection with or as a result of any claim or demand by any Supplier Personnel arising directly or indirectly from the termination or expiry (in whole or in part) of the Agreement or reduction in supply of any of the Deliverables or directly or indirectly from TUPE.

14. General

14.1 Time is of the essence for performance of your obligations under the Agreement.

14.2 You must maintain (and provide evidence if requested) incident and crisis management, disaster recovery and business continuity plans to meet the necessary standards prescribed by any applicable regulator and good industry practice.

14.3 You shall not assign or transfer or purport to assign or transfer to any other person any of your rights or sub-contract any of your obligations under the Agreement without our prior written consent. Our approval of a sub-contractor will not relieve you of any liability under the Agreement and you are and shall remain responsible for all acts and omissions of your sub-contractors as if they were your acts and omissions. We may transfer all or any of our rights and obligations under the Agreement to any Sky Group member or any successor in title to all or part of our business.

14.4 No waiver of any breach of the Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision, and any such waiver shall be specific and in writing.

14.5 Rights and remedies stated under the Agreement shall be cumulative and without prejudice to any other rights and remedies available to a party hereunder or at law.

14.6 Variation of Agreement and Orders:

14.6.1 Subject to clause 14.6.2, no variation of this Agreement shall be valid unless in writing and signed by authorised representatives of the parties. Notwithstanding the foregoing, Sky shall have the right to vary these Terms & Conditions on notice to you, save that unless agreed otherwise between the parties, no such variation shall apply to any Orders in force prior to such variation.

14.6.2 The parties may vary an Order via a subsequent Order or expressly vary, by specific reference to the clause, any provision of these Terms and Conditions.

14.7 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part then the validity of the other provisions of the Agreement shall not be affected.

14.8 Each Agreement shall form the entire agreement between us and you relating to the Deliverables and, without affecting any of our remedies (or your liability) for any misrepresentation by you, the Agreement replaces and supersedes any previous proposals, correspondence, understandings or other communications whether

written or oral and prevails over any inconsistent terms or conditions contained or referred to in your quotation or the Order or correspondence or elsewhere or implied by trade custom, practice or course of dealing.

14.9 The provisions of the Agreement which expressly or by implication are intended to survive termination will do so and will continue to be binding without limit in time.

14.10 The Sky Group's entire liability to you pursuant to any Agreement, shall be the charges for the Deliverables to be provided by you as set out in the relevant Agreement together with any interest due pursuant to clause 8. This clause does not in any way limit the Sky Group's liability for death or personal injury caused by our negligence or for fraud.

14.11 The Agreement is entered into by us for the benefit of all members of the Sky Group which may make use of the Deliverables, and any such member may enforce any of your obligations and/or its rights under the Agreement under the Third Party Act. Save for the rights of members of the Sky Group, the Third Party Act is hereby excluded.

14.12 Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

14.13 Any notice in connection with the Agreement shall be delivered as follows:

In our case: to contractualnotices@sky.uk, unless we notify you otherwise. Notices sent to this address will be deemed received on the next working day following a delivery receipt from the above email address. If you do not receive a delivery receipt within one hour of sending, then the notice will be deemed undelivered and you should deliver the notice between 09h00 and 17h30 by hand or recorded delivery to Accounts Payable, Shared Service Centre, Watermark House, Livingston, EH54 7HH. All notices to us must state the Order reference (or DO number), the date of the Order(s), the relevant Sky Group entity or division to which it relates, the name of your contact at Sky and the description of the Deliverables.

In your case: to the email address specified by you for the receipt of Orders during the Order set-up process, or such other address as you may notify to us in writing.

14.14 The Agreement and any non-contractual rights or obligations arising out of or in relation to it, shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts for any dispute arising in connection with the Agreement, save that nothing in the Agreement shall prevent us from bringing any proceedings against you in any other jurisdiction in which you have any business or assets.

14.15 Neither you nor Supplier Personnel or shareholders, directly or indirectly, in private or public sector dealings, offer, give or agree to offer or give, receive or requests to receive, any payment, gift or other advantage (whether or not by payments under this Agreement) which: (i) violate any anti-corruption laws or regulations applicable to you and/or the Sky Group; or (ii) which a reasonable person would consider to be unethical or illegal. Without prejudice to clause 9 (Termination), if Sky suspects a breach of this clause 14.15, then Sky may terminate any/all Agreements immediately upon notice to the Supplier.

[Signature block is at the end of Annex 1]

Data Processor Obligations

The obligations set out below form part of and are subject to the Agreement entered into by Sky and the Supplier. Terms not otherwise defined in these provisions shall have the same meaning as in the Agreement. If there is a conflict or inconsistency between the Data Processor Obligations and the remainder of the Agreement, the Data Processor Obligations shall govern to the extent required to resolve such conflict or inconsistency, unless a provision of the Agreement explicitly overrides any provision of the Data Processor Obligations by specific reference to such provision(s).

1. Definitions and Interpretation

1.1 Capitalised words have the meaning assigned to them as follows:

“Applicable Data Protection Law” means (a) prior to 25 May 2018, the Data Protection Directive (95/46/EC), or, from 25 May 2018, the General Data Protection Regulation (EU 2016/679), and (b) the Directive on privacy and electronic communications (2002/58/EC, as amended), as well as, for each of (a) and (b) above, all Laws implementing such Directives and/or Regulation, as amended or updated from time to time. In the event, any such Directive, Regulation or Laws are repealed or replaced, the successor legislation to such repealed or replaced Directive, Regulation and/or Law shall be deemed to constitute Applicable Data Protection Law.

“Instruction” means a written instruction (including by email) from Sky to the Supplier relating to the Supplier’s processing of personal data as Sky’s processor. Where defined in Applicable Data Protection Law, the terms **“controller”**, **“data subject”**, **“data protection impact assessment”**, **“data protection officer”**, **“personal data”**, **“personal data breach”**, **“prior consultation”**, **“pseudonymisation”**, **“processor”**, **“processing”**, **“restriction of processing”**, **“supervisory authority concerned”** shall have the same meanings as ascribed to them in Applicable Data Protection Law.

2. Data Protection Obligation

2.1 Sky, acting as controller, hereby appoints the Supplier for the duration of the Agreement as its processor. The details of such personal data processing (namely, the purpose(s), duration, subject-matter and nature of such processing as well as the types of personal data processed by the Supplier as Sky’s processor and the categories of data subjects to whom such personal data relate) are set out in the Order(s) and such details shall only apply in respect of the personal data processing carried out under such Order(s).

2.2 The Supplier shall comply with its obligations as processor under Applicable Data Protection Law and the Supplier acknowledges that nothing in the Data Processor Obligations relieves it from its responsibilities and liabilities under Applicable Data Protection Law.

2.3 The Supplier shall only process personal data as Sky’s processor in accordance with Sky’s lawful Instructions and notify Sky immediately in the event it reasonably believes any Instruction given by Sky is contrary to Applicable Data Protection Law. The parties agree that the Data Processor Obligations are comprised of Sky’s main set of Instructions and the Supplier acknowledges that Sky may issue supplemental Instructions in relation to personal data the Supplier processes as Sky’s processor, including for the Supplier to:

2.3.1 provide at its cost reasonable assistance to Sky, taking into account the nature of processing and the information available to the Supplier, so that Sky is able to: (a) access all documents (in full or only in so far as they relate to personal data processed by the Supplier as Sky’s processor) which the Supplier is required to maintain under Applicable Data Protection Law (if any) about such personal data processing; (b) discuss with the Supplier’s data protection officer (if appointed) the Supplier’s processing of personal data; (c) manage and respond to the exercise by any data subject of any of the rights afforded to data subjects under Applicable Data Protection Law; (d) manage and respond to any notices or questions addressed to Sky the supervisory authority concerned; (e) evaluate the technical and organisational measures the Supplier is required to implement under clauses 2.4, 2.5.3 and 2.7.4; (f) manage, mitigate and resolve any personal data breach, including the preparation and filing of any notification of any personal data breach to the supervisory authority concerned or relevant data subject(s); (g) carry out data protection impact assessments (at Sky’s discretion) and prior consultations with the supervisory authority concerned (where required under Applicable Data Protection Law) in relation to the personal data the Supplier processes as Sky’s processor; and (h) demonstrate its compliance with its obligations under Applicable Data Protection Law; and

2.3.2 allow for and reasonably collaborate with (both at the Supplier’s cost) Sky, an auditor mandated by Sky and/or the supervisory authority concerned carrying out desk-based audits, on-site audits and/or inspections of the Supplier, any of its

sub-contractors and/or any of the facilities and IT systems used to process personal data on Sky’s behalf from time to time (including before such processing commences) to verify the Supplier’s compliance with its obligations under the Data Processor Obligations and Applicable Data Protection Law.

2.4 Subject to clauses 2.4.4 and 2.6.3, the Supplier shall:

- 2.4.1 keep the personal data it processes as Sky’s processor strictly confidential;
- 2.4.2 ensure that its personnel are bound by appropriate, written and enforceable confidentiality obligations concerning the personal data and that they process such personal data only in accordance with Sky’s Instructions;
- 2.4.3 not allow any third party access to the personal data or otherwise transfer the personal data to any third party; and
- 2.4.4 not transfer the personal data outside of the European Economic Area.

2.5 If the Supplier is required by Law to grant access to or otherwise transfer the personal data to a third party (whether nationally or internationally), it shall:

- 2.5.1 if permitted by Law, give Sky as much prior notice as is reasonably possible (including reasonable information concerning such access or transfer and the relevant requirement(s) under Law);
- 2.5.2 limit such access or transfer to the minimum reasonably possible; and
- 2.5.3 provide Sky at the Supplier’s cost with all reasonable assistance should Sky choose to challenge such access or transfer.

2.6 For the duration the Supplier acts as Sky’s processor under clause 2.1, the Supplier shall:

- 2.6.1 implement and document appropriate technical and organisational measures to ensure a level of security appropriate to the risk to the rights and freedoms of the data subjects presented by the Supplier processing personal data as Sky’s processor, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of such processing as well as the varying likelihood and severity of such risk, including measures to: (a) guard against unauthorised or unlawful processing and personal data breaches; (b) as appropriate, apply pseudonymisation and encryption to the personal data; (c) ensure the ongoing confidentiality, integrity, availability and resilience of the Supplier’s and any sub-contractor’s processing systems and services; (d) restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and (e) regularly test, assess and evaluate the effectiveness of such technical and organisational measures;

2.6.2 without prejudice to the generality of clause 2.6, comply with the Sky Security Standard; and

2.6.3 annually certify its compliance with clauses 2.6 and 2.6.1 to Sky in writing.

2.7 The Supplier shall only allow a sub-contractor to process the personal data the Supplier processes under the Data Processor Obligations as Sky’s processor if:

2.7.1 such sub-contractor’s processing of such personal data is carried out exclusively from a territory that is deemed to provide an adequate level of protection under Applicable Data Protection Law or where such processing is otherwise deemed to be subject to adequate levels of protection under Applicable Data Protection law;

2.7.2 it notifies Sky, providing reasonable details;

2.7.3 obtains Sky’s prior written consent; and

2.7.4 the written contract under which such sub-contractor processes such personal data is not less onerous than the Data Processor Obligations. For the avoidance of doubt, the requirements of this clause 2.6.3 also apply in the event the Supplier wishes to change the contract referred to in clause 2.7.3 and, in any case, the Supplier shall remain fully liable to Sky for acts and omissions of the Supplier’s sub-contractors.

2.8 For the duration the Supplier acts as Sky’s processor under clause 2.1, the Supplier shall implement appropriate technical and organisational measures in relation to the personal data it processes as Sky’s processor to ensure that it is able to promptly:

2.8.1 provide to Sky any such personal data in a commonly used electronic format, implement the restriction of processing of any such personal data, delete any such personal data and/or modify any such personal data if it receives an Instruction to do so by Sky; and

2.8.2 identify if any data subject requests to exercise any of the rights afforded to data subjects under Applicable Data Protection Law in relation to such personal data.

2.9 The Supplier shall notify Sky:

2.9.1 promptly if it receives any notice, request, query, consultation or complaint from the supervisory authority concerned or any data subject relating to the

personal data the Supplier (or any sub-contractor) processes as Sky's data (sub)processor (including the requests and/or notices referred to in clause 2.8) or that otherwise concern to Sky and/or the Supplier's compliance with Applicable Data Protection Law;

2.9.2 without undue delay (and, in any event, within 24 hours) via email to DataIncidents@sky.uk, if it becomes aware of any personal data breach or breach of the Data Processor Obligations or reasonably suspects that a personal data breach or breach of this DPA occurred, providing, to the extent reasonably possible, the information Sky is required under Applicable Data Protection Law to provide to the supervisory authority concerned.

2.10 Subject to the Supplier's requirements under Law, if the Supplier becomes aware of any personal data breach and without prejudice to clauses 2.3.1 (f) and 2.9.1, Sky is exclusively responsible for preparing and managing any notification of and/or correspondence with the supervisory authority concerned, any data subject and/or other third party relating to such personal data breach. Subject to the preceding sentence and any Instruction under clause 2.3.1 (f), the Supplier shall take all reasonable steps at its cost to investigate, mitigate and resolve such personal data breach.

2.11 Upon the Agreement's or relevant Order's (as applicable) termination or expiry (whichever is sooner) and subject to any Instruction to the contrary as well as the Supplier's obligations under Law, return to Sky in a reasonably commonly used digital format the personal data it processes as Sky's processor under the Agreement or the relevant Order (as applicable) and then promptly delete and cease processing all such personal data. The Supplier shall ensure that all of its sub-contractors (if any) comply with this clause 2.10 and certify its and such sub-contractors compliance to Sky in writing.

DocuSigned by:

Signed : _____
9624ED07D136401...
Name: Justin Benson

for and on behalf of *[Full Supplier Name and registration number (if applicable)]*:

Spreedly Inc

Supplier Registered Address:

15 october 2019

Date: 15 october 2019

SCHEDULE 8

Sky Payment Gateways.

1. Adyen
2. Stripe

SCHEDULE 9

CHANGE CONTROL NOTE

1. *Contents*

1.1 Each CCN shall contain:

- 1.1.1 the title of the change;
- 1.1.2 the originator and date of the request or recommendation for the change;
- 1.1.3 the reason for the change;
- 1.1.4 full details of the change including any change to the specifications;
- 1.1.5 the charge, if any, applicable to the change (based directly upon the Charges);
- 1.1.6 a timetable for implementation together with any proposals for Acceptance of the change;
- 1.1.7 a schedule of payments if appropriate;
- 1.1.8 details of the likely impact, if any, of the change on other aspects of the Order or its subject matter including but not limited to:
 - (A) the term of the Order
 - (B) Supplier Personnel;
 - (C) the associated charges (based directly upon the Charges);
 - (D) the payment profile;
 - (E) the documentation to be provided;
 - (F) the training to be provided;
 - (G) working arrangements; and
 - (H) other contractual issues;
- 1.1.9 the date of expiry of validity of the CCN; and
- 1.1.10 provision for signature by Sky and by Speedily.

1.2 For each CCN submitted Sky shall, within the period of the validity of the CCN:

- 1.2.1 allocate a sequential number to the CCN;
- 1.2.2 evaluate the CCN and, as appropriate;
 - (A) request further information;

(B) approve the CCN; or

(C) advise Spreadly of the rejection of the CCN; and

1.2.3 arrange for two (2) copies of any approved CCN to be signed by or on behalf of the Sky and Spreadly.

Certificate Of Completion

Envelope Id: 85BF02C891EF436B977B465C375B908C	Status: Completed
Subject: Please DocuSign: Spreadly _ Sky _ Special Terms (FINAL CLEAN with Schedules)	
Source Envelope:	
Document Pages: 66	Signatures: 7
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sue Lawson
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	Grant Way
	Isleworth, Middlesex TW7 5QD
	sue.lawson@sky.uk
	IP Address: 90.216.134.195

Record Tracking

Status: Original	Holder: Sue Lawson	Location: DocuSign
10/15/2019 5:46:33 PM	sue.lawson@sky.uk	

Signer Events

Signature	Timestamp
Tamlyn Reid tamlyn.reid@sky.uk Senior Legal Counsel Sky UK Limited Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 90.216.134.195 Sent: 10/15/2019 6:12:52 PM Viewed: 10/15/2019 6:17:09 PM Signed: 10/15/2019 6:17:30 PM

Justin Benson justin@spreadly.com CEO Spreadly Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<p>DocuSigned by: <i>Justin Benson</i> 9624ED07D136401...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 76.182.99.218</p>	<p>Sent: 10/15/2019 6:17:32 PM Viewed: 10/15/2019 6:31:29 PM Signed: 10/15/2019 6:35:04 PM</p>
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Tamlyn Reid tamlyn.reid@sky.uk Senior Legal Counsel Sky UK Limited Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<p>Completed</p> <p>Using IP Address: 90.216.134.195</p>	<p>Sent: 10/15/2019 6:35:07 PM Viewed: 10/15/2019 6:37:39 PM Signed: 10/15/2019 6:38:34 PM</p>
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Patrick Miceli Patrick.Miceli@sky.uk Director Sky Uk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<p>DocuSigned by: <i>Patrick Miceli</i> 27A5443A7F4A429...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 90.216.134.193</p>	<p>Sent: 10/15/2019 6:38:36 PM Viewed: 10/15/2019 8:48:46 PM Signed: 10/15/2019 8:49:13 PM</p>
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Andrew Akien Andrew.Akien@sky.uk Head of Software Engineering Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/15/2019 8:49:15 PM
Ed Mayer edwin.mayer@sky.uk Head Counsel Sky UK Limited Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/15/2019 8:49:16 PM
Nathan Granger nathan.granger@sky.uk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/15/2019 8:49:16 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/15/2019 8:49:16 PM
Certified Delivered	Security Checked	10/15/2019 8:49:16 PM
Signing Complete	Security Checked	10/15/2019 8:49:16 PM
Completed	Security Checked	10/15/2019 8:49:16 PM
Payment Events	Status	Timestamps