

**ORDER #14****Project Earth - Continued Services**

This Order ("Order"), dated as of last date of signing below (the "Order Effective Date") is being entered into by Peacock TV LLC whose registered office is at 30 Rockefeller Plaza, New York, NY 10112 ("Peacock") and Spreedly, Inc. whose registered office is at 300 Moris Street, Suite 400 Durham, NC 27701, a company registered in the State of Delaware, United States (file number 4387760) ("Spreedly") under and in accordance with the Special Terms and Conditions entered into by Sky CP Limited and Spreedly dated October 15, 2019, as amended ("Services Agreement"). Peacock is a member of the Sky Group under the Services Agreement and is entitled to enter into this Order pursuant to Section 2.1 of Schedule 7 of the Services Agreement. References to Sky in the Services Agreement shall, as applied to this Order, be understood as references to Peacock. Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Services Agreement.

1. Description of Services:

- Spreedly will make further adjustments to the migration scripts as required by Peacock, including but not limited to setting static NTRs for payment methods
 - static NTRs is estimated at 40 hours additional development time
 - Migration requirements to be defined in the Referenced page
- Spreedly will support further migration tests as required by Peacock, with the details as described in Order #9 dated 2 Aug 2023
 - test migrations to support Peacock end to end functional testing and provide 48 hour turnaround time SLA per import file. The 48 hour SLA will begin when we have received a workable, valid, and properly formatted file and the transfer will be deemed complete when Spreedly delivers results files to Peacock.
 - This support will be confined to Spreedly business hours (8:30am-8:30pm Eastern Time) and workdays Monday through Thursday.
 - Migration requirements to be defined in the Referenced page
- Spreedly will make updates to the Rapyd integration as needed including, but not limited to new URL support
 - the new url work is estimated to be 73 hours of development and be delivered in approximately three weeks
 - requests made to Spreedly's Professional Services Team will be prioritized into the delivery pipeline based on relative importance to scope and impact and other delivery items in progress.
 - requests for changes to the Rapyd integration should be sent to professional-services@spreedly.com and contain
 - documentation
 - example transactions, transaction tokens, and/or payment method tokens or error codes and other information required to scope or investigate
 - impact/ required timelines
 - changes to the Rapyd integration will follow Spreedly's Deployment Cadence
- Spreedly will provide Peacock with a Senior Implementation Consultant to aid in project management and provide implementation consulting services to aid in the completion of Peacock's "Project Earth". Estimated at 110 hours.

The Services will be available during Spreedly's normal business hours, 8am-6pm Eastern time, Monday-Friday, excluding weekends or US holidays (Martin Luther King Day 1/18, Presidents Day 2/15, Memorial Day 5/30, Juneteenth 6/20, Independence Day 7/4, Labor Day 9/5, Thanksgiving 11/26 & 11/27, Christmas 12/24 & 12/25)

2. Deliverables: Spreedly will work with Peacock to produce and deliver the following:

- Updated migration scripts
- Migration test results
- New URL endpoint for Rapyd
- Updated Rapyd integration as required
- Coordinated project plan with Spreedly Professional Services Deliverables
- Weekly meetings as required

3. Client Obligations: In support of the Services provided by Spreedly, Peacock will fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

- Client Obligations as outlined in Order #9 dated 2 Aug 2023
 - Peacock will facilitate communications with Showmax, PayU, Cybersource, and Rapyd, and coordinate the distribution of their files and instructions for testing. Peacock acknowledges that if there is a material issue with the file provided by PayU or Cybersource (e.g. a structural issue, missing data, encryption flaw, incorrect encryption keys, etc.) the import may not be able to proceed as planned and may impact Spreedly's ability to meet the delivery SLA described in section 1 above and Spreedly will not be

responsible for such failure. It will be Peacock's sole responsibility to resolve any issues directly with PayU and/or Cybersource. Such issues may also result in additional resource hours to troubleshoot and identify issues, and reprocess files that may lead to estimated resource time overrun. The parties agree that Spreedly will be entitled to additional fees if the required hours exceed the scope of Service set out in this Order and Peacock agrees to the performance of such additional hours.

- Peacock will provide one (1) week prior notice for all migrations and test migrations including date of migration, estimated start time, import PSP (PayU or Cybersource), number of payment methods being migrated, and any additional considerations required to perform a successful import. This will include non-production test imports, smoke test for production, and production imports.
 - Peacock will ensure the existing sftp servers maintained by Peacock are fully operational and the existing SSH and sFTP process will be unchanged during migration windows. If any material issues arise with access or connectivity to Sky's sFTP environment the import process, Spreedly will not be responsible for meeting the SLAs described in section 1.
 - Activate resources, including test file generation, to support test migrations.
 - Peacock is solely responsible for all processing, reconciliation, and internal updates to Peacock systems and applications after Spreedly has returned an output file.
- Providing reasonable access to required systems for the Spreedly team as needed
 - Access to Peacock subject matter experts in payments products, features, and current payments processing activities
 - Dedicated primary point of contact to provide regular status reports, scheduling, logistics, and documentation
 - Make resources reasonably available for testing and review of deliverables in a timely manner.
 - Provide Spreedly access to a knowledgeable contact at Rapyd in order to establish a sandbox environment, documentation, and designated technical point of contact.
 - Facilitate communication with Rapyd contacts and act as an escalation point for technical issues
 - Test and accept work product in a timely manner
4. **Duration of Statement of Work:** This SOW will commence on the business day following the SOW Effective Date and is expected to last until January 31, 2024. The term of this SOW may also be extended by mutual agreement of the Parties.
5. **Estimated Fees:** Spreedly estimates that the Services will require at least 223 hours at an hourly rate of \$220 for an estimated initial cost of \$49,060. The actual hours will be reported monthly and billed at an hourly rate of \$220.
6. **Fees and Payment Terms:** Peacock shall pay Spreedly for actual hours worked on a time and materials basis, billed monthly in arrears. If it appears that the estimated time for Services in this Order may be exceeded, the parties agree to discuss the additional effort required to complete the work and to memorialize their agreement in a written Change Order or an amendment to this Order.
7. **References:**

<https://confluence.external-share.com/content/ba602c72-9a15-4843-b5f1-69773bba767c>

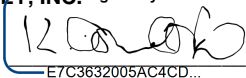
[SIGNATURES ON FOLLOWING PAGE]

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

SPREEDLY, INC.

Signed by:

By:



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Name: Connell Vail

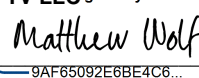
Title: CFO

Date: Dec 15, 2023

PEACOCK TV-LLC

Signed by:

By:



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Name: Matthew Wolf

Title: SVP Global Delivery

Date: Dec 15, 2023