

**STATEMENT OF WORK #5****Payment Method List() Enhancements**

6/24/2021

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

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

In order to enable easier facilitation and management of redacted Spreadly payment methods to support Sky's GDPR Right to be Forgotten procedures, Spreadly will extend the functionality of the existing [List\(\) API end point](#) to:

- Optionally return payment methods in a state of "redacted", and/or "retained" and "cached" payment methods
- Ensure existing meta-data filtering also works to filter "redacted" and/or "retained" payment methods
- Provide non-sensitive exports of Sky's vaulted card data in Spreadly's standard JSON export format covering all states
- Deliver a sample test file
- Allow for use of a new PGP key
- Provide support for one catch-up migration from MPP to Spreadly
- Architect the solution to support 10 TPS with an expected P95 to P99 response time of up to 5 seconds per transaction request

2. **Deliverables & Key Milestones:** In accordance with the Services and Work Product described above, Spreadly will meet the key deliverables defined in the attached and referenced 'Update Payment Method List()' specification document.

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

- Sky will be responsible for adding and maintaining any meta-data associated with currently retained and future payment methods
- Sky will be responsible for making code level changes within their system to implement usage of List() API functionality delivered as described in this SOW
- Sky will make available appropriate resources to facilitate UAT of the delivered work product within a timely manner
- Sky will use the existing sFTP, SSH configuration, new Directory under Spreadly prod and new PGP key for receiving any exported files from Spreadly
- Sky will be responsible for code level changes to accept the Spreadly JSON export format
- Sky will use the existing sFTP, SSH configuration, new Directory under Spreadly and new PGP key for receiving any exported files from Spreadly
- Sky can call Redact() end point on Spreadly API for already redacted payment accounts for clearing up PII logs by passing `remove_personal_data:true`

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

5. **Timeline:** The project work will commence within two to four weeks of the SOW Effective Date and is estimated to last for a duration of approximately 4 to 6 weeks including testing, QA, and UAT. Breakdown of level of effort by functional area is detailed in the document attached and referenced herein titled 'Sky List() Estimate'.

6. **Fees and Payment Terms:** As consideration for the performance of the Services under this SOW, Client shall pay to Spreadly \$22,600.00 invoiceable upon execution of this Statement of Work.

7. **Project Reporting:** Spreadly will provide a weekly project report via Confluence outlining the overall project status, work completed that week, work anticipated in the upcoming week, note risks and key dependencies.

8. **Acceptance.** When Spreadly has identified a Statement of Work as completed, Spreadly shall provide written notification (electronic or otherwise) to Company of the completion. Company shall have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Statement of Work. Company shall be deemed to have accepted the deliverable(s) unless, prior to the expiration of the expiration of the Acceptance Period, Company provides Spreadly with a written notice to the effect that one or more of the deliverables fails to conform to the acceptance test. In the event deficiencies are reported by Company during the Acceptance Period, Spreadly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date of the correction of identified non-conformities.

9. **Termination:**

- a. Either Party is entitled to terminate this Agreement at any time by providing thirty (30) days written notice to the other Party, except as otherwise provided in the Agreement. Termination of this Agreement automatically causes simultaneous termination of all SOWs and/or Change Orders hereto. During the above notice period the Customer shall be accountable for ensuring Spreadly Personnel with the Client Obligations and Spreadly shall continue providing the Services in a professional manner as agreed in the Agreement and/or relevant Change Orders.
- b. Upon termination of this Agreement, the Customer shall be obliged to pay, within thirty (30) days of the effective date of termination, all undisputed fees and expenses in accordance with the terms of this Agreement and/or any Change Order for the Services provided up to the effective date of such termination.

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

11. **References**

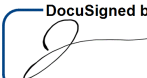
**See attached:**

- a. Existing [List\(\) API end point](#) technical reference documentation
- b. Update Payment Method List()' specification document
- c. Sky Payment Method List() Estimate

[SIGNATURES ON FOLLOWING PAGE]


Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work #4 effective as of the SOW Effective Date.

**SPREEDLY, INC.**

DocuSigned by:  
  
Justin Benson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: CEO

**Sky Group**

DocuSigned by:  
  
Richard Thompson

By: \_\_\_\_\_  
Name: Richard Thompson  
Title: Director, Group Digital Products