



# MSA Order Form

EFFECTIVE DATE: \_\_\_\_\_, 2018 (start of the Agreement)

COMMENCEMENT DATE: \_\_\_\_\_, 2018 (start of Marketplace Platform)

**MARKETPLACE PLATFORM:** Provide and support customized access to our Marketplace Platform enabling Users to create, view, and complete Requests as provided in the Agreement.

Services	Description	Subscription Term	Fees
<input type="checkbox"/> Enterprise Edition	Marketplace Platform	12 months (from Effective Date)	
<input type="checkbox"/> Corporate Edition	Marketplace Platform	12 months (from Effective Date)	
<input type="checkbox"/> Launch Fee	Launch services	NA	

**REWARDS:**

\_\_\_\_\_ Minimum Reward \_\_\_\_\_ Monthly Minimum \_\_\_\_\_ Deposit (refundable)

This Order Form (“Order Form”), together with the Master Services Agreement (“MSA”) and Exhibits 1 & 2, which are incorporated herein, sets forth the terms and conditions under which Directly Software, Inc. (“Directly”, “our”, “us” “we”) will provide to the company identified below (“Customer,” “Company,” or “you”) the software, mobile applications, systems, technology platform and associated services (“Marketplace Platform” or “Services”).

This Order Form, along with the fully incorporated MSA and attached Exhibits 1 & 2 are available online at [directly.com/legal/msa](http://directly.com/legal/msa) and are collectively referred herein as the “Agreement.” All capitalized terms not otherwise defined in this Order Form shall have the meanings ascribed to them in the MSA and exhibits.

1. Effective Date. The Agreement is effective on the date set forth above (“Effective Date”).

2. **Opt-out Right.** Notwithstanding anything to the contrary in this Agreement, either Directly or Customer may terminate this Order Form (“Opt-out Right”) by informing the other party (in writing, including email sent to the signatory below) no later than thirty (30) days after the date the Marketplace Platform is accessible to users (“Commencement Date”). During this period, Directly will waive the Monthly Minimum.
3. **Marketplace Platform.** Directly’s Marketplace Platform enables Customers and their end-users, customers, partners, resellers, distributors, developers, and community members (“Customer Users”) to post questions about applicable Customer’s products and/or services (“Requests”) for response by other Customer Users who register for or qualify as expert users (collectively “Experts”). Customer Users and Experts are referred to collectively as “Users”.
4. **User Content.** The content made available through the Marketplace Platform, including content created on behalf of Customers, and by Experts, Customer Users, or you in submitting or responding to Requests (“User Content”) belongs to you (see Section 4.3 of the MSA for details). The Marketplace Platform helps to optimize the routing and resolution of these Requests, but like other marketplace exchanges and social platforms, we do not take responsibility for User Content or for the actions by independent Experts, Customer Users, Customers or other third parties.
5. **Pricing.** Our pricing is performance-based: You place a reward that Experts can earn if they complete Requests (see Section 3 of the MSA). We pay Experts based on Requests completed and report reward activity to you at the end of each month. Because you solely control the number of Requests submitted and the reward on each Request (which Directly must pay to Experts), you agree either to: a) make a refundable deposit against these rewards and to true it up as needed, or b) pay via ACH as set forth in Section 3.2 below.
6. **Invoicing:** Invoices will be emailed to \_\_\_\_\_ and cc’d to \_\_\_\_\_.
7. **General.** This Agreement, which includes the Order Form, MSA and incorporated exhibits, represents the complete agreement between Directly and Customer regarding the Marketplace Platform, and supersedes all prior agreements and representations on the subject.

By signing below each party agrees to be bound to the terms and conditions of the Agreement, including the MSA and incorporated Exhibits 1 & 2.

\_\_\_\_\_ (“CUSTOMER”)

**DIRECTLY SOFTWARE, INC. (“DIRECTLY”)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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Date

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Date

**Directly, Inc.** · 333 Bryant Street, Ste 250 · San Francisco, CA 94107 · 800.787.3176