

DIRECTLY CUSTOMER ORDER FORM

Insert text here

 Customer Company Name ⇅

Insert text here

 Account Executive Name ⇅

Insert text here

 Customer Company Address

Insert text here

 Account Executive’s Email Address

Insert text here

 Primary Contact Person

Insert text here

 Account Executive’s Phone Number

Insert text here

 Primary Contact Email Address

Insert text here

 Order Valid if Signed by this Date

Insert text here

 Invoices should Be Emailed To These Email Addresses

Insert text here

 Effective Date (Start of Agreement)

PLATFORM & SERVICES FEES

| | Services | Description | Fees |
|-----|------------|--|------|
| [] | Platform | <ul style="list-style-type: none"> ● Conversational Analytics ● Expert & Rewards Management ● 30-Day Implementation (fixed scope) | |
| [] | Training | <ul style="list-style-type: none"> ● Consumer Intents ● Training phrases ● Delivered via API or scheduled CSV | |
| [] | KB Content | <ul style="list-style-type: none"> ● Evergreen Content - ownership assigned ● Delivered via API or scheduled CSV | |
| [] | Answers | <ul style="list-style-type: none"> ● Automated Answers - licensed ● Personal Answers - licensed | |

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 by sending an email to the “Primary Contact Email Address” above) no later than thirty (30) days after the Effective Date. Directly will waive the Platform Services fee that would be applicable to the Opt-out Right period.

ORDER FORM TERMS

See MSA and incorporated exhibits for full terms and conditions

1. **Order Form.** This Order Form (“**Order Form**”) is subject to and governed by the terms and conditions of the Directly Master Services Agreement and incorporated exhibits (collectively, and including this Order Form, “**Agreement**”) which is posted online at directly.com/legal/msa.
2. **Payment Terms.** Directly will issue an invoice on the first of each month, for (a) **Platform, Knowledge Base, and Training** fees for the month, and (b) fees for the estimated number of **Answers** for the month (based on prior months’ volumes, or the parties’ mutually-agreed estimates for the first two months of the Term) plus the True-Up for the prior month. The “True-Up” means the amount equal to the fees for the actual number of Answers in the prior month minus the estimated fees for Answers invoiced in the prior month. Fees are due and payable within 30 days after the invoice date. If Customer is not paying Directly on a Net 30 basis, Directly shall require a deposit of two months estimated fees to continue services for Answers. ([See MSA for details](#)). Professional Services, if applicable, shall be described in a SOW Exhibit to this Order Form.

With respect to the term “**Session**”, we mean a discrete interaction between a Customer end user and a Customer’s automated system(s). Directly will work with Customer, on an ongoing basis, to determine the portion of Sessions for which Expert input is provided; for example, training responses for intents for one subject matter may involve evaluation of a small number of more complex Sessions and training responses for intents for another subject matter may involve evaluation of a larger number of less complex Sessions. If the number of Sessions exceeds the maximum number in the table above in at least 4 months in a contract year, the parties will either increase the fees described above or limit the number of Sessions per month.

3. **Complete Agreement.** The Agreement, which includes the Order Form, MSA, and the Data Protection Addendum Exhibit (“DPA Exhibit”), which is attached and incorporated hereto, and any other incorporated exhibit or annex represents the complete agreement between Directly and Customer regarding the Services, and supersedes all prior agreements and representations on the subject.

By signing this Order Form, each party agrees to be bound to the terms and conditions of the Agreement.

_____ (“CUSTOMER”)
[Legal Entity]

DIRECTLY SOFTWARE, INC. (“DIRECTLY”)

 Signature

Insert text here

 Name

Insert text here

 Title

Insert text here

 Date

 Signature

Insert text here

 Name

Insert text here

 Title

Insert text here

 Date