

## Directly Master Service Agreement Terms

These Master Services Agreement Terms, including any applicable and incorporated Order Form(s), statements of work (“**SOW(s)**”), addenda, and exhibits, entered into by the parties hereunder (collectively, this “**Agreement**”), is effective as of the Effective Date specified in the applicable Order Form. Customer and Directly hereby agree as follows:

### 1. Services, Data and Licensing.

**1.1. Scope and Definitions of Services and Order Forms.** Directly's Customer Experience Automation (CXA) platform and services allow companies to build networks of expert users (“**Experts**”) who earn rewards for training AI systems, creating knowledge base content, and answering customer questions, as detailed below. This Agreement sets forth the terms and conditions under which the company identified in the applicable Order Form (“**Customer**”) may purchase from Directly the Services specified in the Order Form and described below. The Services include, to the extent specified in an Order Form: (a) subscription platform access to Directly’s proprietary, online-hosted CXA platform, software, mobile apps, and services (“**Platform**”); and (b) content provided by independent Experts who provide content and perform tasks that include: (i) training AI systems (“**Training**”), (ii) updating knowledge database systems (“**Knowledge Base**” or “**KB Content**”) or (iii) answering questions from a Customer’s end-users (“**Answers**”). Training, Knowledge Base, and Answers content and related tasks are collectively referred to as “**Expert Content**”. The provision of the Platform, Expert Content and any professional or other services specified in the Order Form and/or incorporated SOW(s) are referred to collectively in this Agreement as “**Services**”. Any Order Form executed by the parties is incorporated by reference into the Agreement and shall specify: (a) the specific Services to be provided, (b) any applicable limitations or special terms or conditions, and (c) professional services, fees and any additional payment terms.

### 1.2. Licenses, Ownership and Restrictions.

**1.2.1. Customer Data.** Subject to the terms and conditions herein, Customer will be required to provide Directly with access to certain data and information specified in the applicable Order Form (“**Customer Data**”) for the purposes of providing the Services. Directly will not be liable for any failure to perform Services that is caused by Customer’s delay or failure to provide Customer Data. As between the parties, Customer owns and shall retain all right, title, and interest in and to Customer Data. Customer hereby grants (and represents and warrants that it has the right to grant) to Directly a worldwide, non-exclusive, sublicensable, royalty-free license during the Term of this Agreement to use, reproduce, and distribute Customer Data solely for the purpose of providing the Services and subject to the confidentiality and data protection requirements of this Agreement. Customer represents and warrants to Directly the Customer Data shall not contain any unencrypted (a) bank, credit card or other financial account numbers or login credentials, (b) social security, tax, driver’s license or other government-issued identification numbers, or (c) health information identifiable to a particular individual. For the purposes of the foregoing, “unencrypted” means a failure to utilize industry standard encryption methods to prevent Directly, its authorized personnel or Experts from accessing the data in unencrypted form.

**1.2.2. Platform Licenses & Ownership.** Subject to the terms and conditions herein, Directly hereby grants to Customer a non-exclusive right to (a) access and use the Services during the Term via certain third-party software applications (e.g., CRM apps) and Directly's application programming interfaces ("APIs"), and (b) copy and execute the APIs on Customer's servers solely to access and use the Services. Except as expressly set forth in this Agreement, Directly retains all worldwide intellectual property rights available under applicable law including, without limitation, rights with respect to patents, copyrights, trademarks, trade secrets, know-how, and databases ("IPRs") and all other proprietary rights related to the Services. Customer will not delete or alter the copyright, trademark, or other proprietary rights notices or markings on the Services as delivered to Customer. Customer agrees that, except as specifically provided otherwise, the Services are provided on a non-exclusive basis and not sold. Customer further agrees that portions of the Services, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets and other IPRs of Directly and its licensors.

**1.2.3. License and Assignment of Expert Content.** Expert Content is assigned by each Expert to Directly pursuant to the Terms (as defined in Section 2.1). Subject to the terms and conditions herein, Directly licenses Answers to Customer for use in the applicable Session with the end-user only. If Customer purchases and pays for Knowledge Base subscription for the entire Term, then Directly hereby assigns its rights in the applicable Expert Content (including Answers) to Customer, effective upon full and final payment of the Knowledge Base subscription fees as specified in the applicable Order Form and subject to any surviving provisions of this Agreement.

**1.2.4. Restrictions.** Except as otherwise expressly permitted under this Agreement, Customer agrees to NOT: (a) reverse engineer (except to the limited extent permitted by mandatory applicable law notwithstanding contractual prohibition, provided that Customer has complied with the applicable requirements of such law) or attempt to discover any source code of, or trade secrets embodied in, the Services; (b) distribute, transfer, grant sublicenses to, sell, resell, rent, lease, or otherwise make available the Services to third parties; (c) create modifications to, or derivative works of, the Services; (d) access, use, or copy any aspect of the Services, or any portion of the Services (including without limitation Expert Content) or related documentation, to develop, promote, distribute, sell, or support any product, service, or functionality that is a replacement for or competitive with the Services; (e) use the Services to store or transmit infringing, libelous, tortious, or unlawful material, or to store or transmit material in violation of third-party rights; (f) use the Services to store or transmit malware; or (g) interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to, the Service.

## **2. User Terms; Data Security and Privacy**

**2.1 Directly's Terms.** Directly's current Terms of Service ("**Terms**") that govern users, including Experts, are available at [www.directly.com/legal](http://www.directly.com/legal). The Terms may be amended or supplemented from time to time at Directly's discretion and in accordance with the terms of this Agreement. Individuals acting on behalf of Customer are bound by a separate agreement with Directly; individuals acting as Experts will be bound by the Terms. Directly agrees to maintain in its Terms (to which Experts are required to agree) provisions that substantively provide the following: (a) a prohibition on the Expert engaging in harassing or offensive conduct; (b) provisions that the Expert is responsible for, and will indemnify and hold harmless Directly and Customer for Expert Content; (c) a limitation on liability; (d) a statement that Customer is a third-party beneficiary of the Terms; (e) a statement that the

Expert assigns all his or her intellectual property rights in the Expert Content to Directly (and Directly may sublicense and/or assign such rights to Customer); (f) a waiver of all “moral rights” that the Expert may have in, or with respect to, Expert Content; (g) a provision that nonpublic Customer-provided data or information is Customer confidential information, which the Expert will only use or disclose to provide Expert Content; (h) a provision that the Expert is not an employee or agent of Directly or Customer; (i) a requirement that the Expert provide for and maintain their own equipment and Internet connectivity; (j) a provision that disputes related to the Terms will be resolved by binding arbitration; and (k) a provision stating that claims related to use of the Platform or the Services will proceed solely on an individual basis without the right for any such claim to be decided, in arbitration or otherwise, on a class action basis.

**2.2 Security & Privacy.** Directly shall provide the Services in accordance with Directly’s Data Processing Addendum (“DPA”), Information Security Policy, and Privacy Policy, all of which attached hereto and are available at [www.directly.com/legal](http://www.directly.com/legal) and may be updated by Directly from time to time.

**2.3 Usage Data.** Directly will not disclose (except as expressly provided herein) data relating to Customer’s use of the Services, but may internally use data about usage of the Services (“Usage Data”) and may disclose Usage Data to the extent it does not identify or reasonably could be used to identify Customer or any individual user or otherwise constitute personal data.

**3. Fees; Taxes.** Customer will pay all fees in accordance with all terms and conditions described in the Order Form. If Customer believes that an invoice is incorrect, or does not understand the basis for any fees estimated (e.g. Answers), accrued, tried or invoiced, Customer must contact the account executive listed on the applicable Order Form, no later than thirty (30) days after the invoice in which the error or problem appeared, to contest the invoice and avoid late payment fees or breaching payment obligations under the Agreement. If any invoice is not paid by the due date, then without limiting Directly’s other rights or remedies, the amounts due will accrue a late fee at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. Customer is responsible for payment of all taxes associated with fees due under the Agreement, other than U.S. taxes assessed on Directly’s net income or personal property. All amounts payable shall be paid in full in US dollars, free and clear of any deductions or withholdings of any kind, except for those required by any law or regulation binding on Customer. If Customer is legally obligated to make any deduction or withholding from any payment under this Agreement, it shall also pay whatever additional amount is necessary to ensure that Directly receives the full amount otherwise receivable had there been no deduction or withholding obligation.

#### **4. Intellectual Property; Confidentiality**

**4.1 Intellectual Property.** Each party to this Agreement and each of their suppliers will retain all ownership rights in and to such party’s trademarks, technology, and other intellectual property. Any goodwill associated with the use of any trademarks of a party belongs exclusively to such party. No rights are granted to either party hereunder, other than as expressly set forth herein. Directly does not own and shall not be responsible for any Customer Data. During the Term, Directly may include Customer’s name and logo in Directly’s customer lists. Directly may use, without limitation, and without any expectation of payment, all suggestions, recommendations, or other feedback provided by Customer related to the Services.

**4.2 Intellectual Property Indemnity.** Directly will hold Customer harmless against any claim, demand, suit, or proceeding (“**Claim**”) brought against Customer by a third party alleging that the Platform, (exclusive of Expert Content), infringes the intellectual property rights of such third party. Directly will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such Claim or those costs and damages agreed to by Directly in a monetary settlement of such action. The foregoing obligations are conditioned on Customer notifying Directly promptly in writing of such Claim, Customer giving Directly sole control of the defense thereof and any related settlement negotiations, and Customer cooperating in such defense. If the Platform (or any component thereof) becomes, or in Directly’s opinion is likely to become, the subject of an infringement claim, Directly may, at its option and expense, either (a) procure for Customer the right to continue exercising the right to use the Platform, or (b) replace or modify the Platform so that it becomes non-infringing and remains functionally equivalent. If neither of the foregoing options are, in Directly’s reasonable opinion, commercially reasonable, Directly may terminate this Agreement.

#### **4.3. Confidentiality.**

**4.3.1. “Confidential Information”** means non-public information pertaining to a party’s business or technology and (a) disclosed by such party (the “**Discloser**”) to the other party (“**Recipient**”) and marked as confidential, or (b) collected by the Recipient in connection with this Agreement and would be regarded reasonably as being of a confidential nature. Confidential Information of Directly includes non-public information about the Platform and Services (including Usage Data, APIs, and the documentation of any of the foregoing), regardless of any confidentiality marking. Recipient shall use reasonable care to protect the confidentiality of Discloser’s Confidential Information and use the Confidential Information of Discloser only to exercise rights and perform obligations under this Agreement.

**4.3.2.** Recipient will not be liable to Discloser for the release of Confidential Information to the extent such information: (i) was known to Recipient on or before the Effective Date without restriction as to use or disclosure; (ii) is released into the public domain through no fault of Recipient; (iii) was independently developed solely by the employees of Recipient who have not had access to Discloser’s Confidential Information; or (iv) is divulged pursuant to any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, Recipient will notify Discloser promptly of such required disclosure and reasonably assist Discloser in efforts to limit such required disclosure.

**5. Warranty Disclaimer.** Directly and its affiliates and suppliers hereby disclaim all representations, warranties, and conditions, including those of merchantability, fitness for a particular purpose, title and non-infringement, with respect to experts, expert content, the platform, and the services.

**6. Limitation of Liability.** Except with respect to obligations under Section 4.2 (Intellectual Property Indemnity) or 4.3 (Confidentiality), (a) in no event will either party be liable for any special, indirect, incidental, exemplary, consequential, or punitive damages (including any lost profits, business interruption, data loss, damage or disclosure regardless of the nature of the claim), even if such party knows or has been advised of the possibility of such damages; and (b) each party’s total cumulative liability in connection with this Agreement, whether in contract, tort or otherwise, will not exceed the amounts retained by directly after paying Experts under this Agreement in the twelve (12) months

preceding the events giving rise to such liability. The existence of more than one claim will not enlarge the limit.

## **7. Term & Termination.**

**7.1 Term.** The initial term of the Agreement will commence on the Effective Date and will continue for an initial period of one year. At the end of the initial term or any extension or renewal term (collectively “Term”), the Term will automatically extend for a period of one (1) year, unless either party notifies the other party, as provided herein, at least sixty (60) days prior to the then-current end of the Term, of its intent to not extend or renew the Term.

**7.2. Termination.** This Agreement may be terminated by either party (and Directly may suspend its performance) upon the other party’s breach of a material provision of this Agreement, which breach remains uncured thirty (30) days following receipt of detailed written notice thereof from the non-breaching party. Customer may terminate this Agreement at any time for its convenience upon thirty (30) days prior written notice to Directly and payment of the yet unpaid portion of subscription fees for the then-current Term for the Platform, Training, and Knowledge Base Services.

**7.3. Effect of Termination.** Upon any termination or expiration of this Agreement and except as provided herein, (a) all licenses granted to Customer hereunder will immediately cease, (b) Customer will pay Directly immediately for any amounts that are required to be paid and have not been paid, (c) upon request each party will promptly deliver to the other party (and delete any copies of) any Confidential Information of the other party in the possession or control of such party, and (e) Sections 1.2.3, 1.2.4, 2.3, 3, 4, 5, 6, 7.3, and 8 will survive.

## **8. General.**

**8.1 Defined Terms and Construction.** Capitalized terms shall have the meanings provided in this Agreement, the Terms, or the applicable Order Form. As used in this Agreement, the term “including” is meant to be inclusive and means “including without limitation.” The headings of Sections in this Agreement are intended solely for convenience of reference and will be given no effect in the interpretation or construction of this Agreement. To the extent of any conflict between the Order Form and this Agreement, the Order Form shall prevail. To the extent of any conflict or inconsistency between (a) this Agreement (b) the Terms, Privacy Policy, or any other document referenced or incorporated by this Agreement or in which terms are defined, this Agreement will control.

**8.2. Assignment.** Neither party may assign this Agreement, in whole or in part, without the other party’s written consent, provided, however, that either party may assign this Agreement without such consent in connection with any merger, consolidation, sale of all or substantially all of such party’s assets or shares. Any attempt to assign this Agreement other than in accordance with this provision will be null and void. The terms of this Agreement will be binding on the parties and their successors and assigns.

**8.3. Amendment; Waiver.** This Agreement may not be modified except by a written instrument signed by authorized agents of both parties. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

- 8.4. Governing Law; Venue.** This Agreement will be governed and construed in accordance with the laws of the State of California, without giving effect to any principles that may provide for the application of the law of any other jurisdiction. All actions or proceedings arising from or relating to this Agreement will be brought in the state and federal courts for San Francisco County, California and each party irrevocably submits to the personal jurisdiction and venue of such court.
- 8.5. Severability.** If any provision of this Agreement is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 8.6. Notices.** Except as specifically provided for in the applicable Order Form, each party must deliver all notices, consents, and approvals required or permitted under this Agreement in writing to the other party at the address listed on the Order Form, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized overnight carrier. Any such notice will be effective upon receipt, refusal of delivery, or (at latest) three days after notice is sent. Each party may change such party's address for receipt of notice by giving notice of such change to the other party.
- 8.7. Independent Contractor Relationship.** Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between Customer and Directly, Directly and Experts, or Customer and Experts. Directly will take no position with respect to or on any tax return or application for benefits, or in any proceeding directly or indirectly involving Directly, that is inconsistent with Directly being an independent contractor (and not an employee) of Customer. Directly is not the agent of Customer and is not authorized, and must not represent to any third party that Directly is authorized, to make any commitment or otherwise act on behalf of Customer.
- 8.8 Force Majeure.** Nonperformance by either party will be excused to the extent that performance is rendered impossible by any reason where failure to perform is beyond the reasonable control of the non-performing party.
- 8.9. Entire Agreement.** The parties agree that any terms required to be accepted electronically through any Customer vendor enrollment, login, invoice submission, or other, process will not apply to this Agreement, are expressly rejected by the parties, and form no basis for any agreement between the parties; notwithstanding any "agreement" to such terms, no such agreement is formed between the parties, and the parties acknowledge that only authorized representatives of the parties may enter into agreements between the parties or amendments to this Agreement. Any professional services provided by Directly will be provided under the terms of this Agreement.

***By signing below each party agrees to be bound to the terms of the Agreement, including the Order Form and all incorporated exhibits.***

**CUSTOMER**

**DIRECTLY SOFTWARE, INC. ("DIRECTLY")**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Insert text here

\_\_\_\_\_  
Insert text here

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Name

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Name

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Date

## Exhibit to the MSA: Data Protection Addendum (“DPA”)

This Data Protection Addendum (“DPA” or “**Addendum**”) is incorporated into the Master Subscription Agreement or “MSA” (collectively, the “**Agreement**”) between the parties identified in the applicable Directly Order Form for the provision of the Directly Platform and related services (collectively, the “**Services**”). If there is any conflict between this DPA and the Agreement regarding the parties’ respective privacy and security obligations, the provisions of this DPA shall control.

### 1. Definitions and Scope

**1.1.** Terms such as “**Processing**”, “**Personal Data**”, “**Data Controller**” and “**Processor**” shall have the meaning ascribed to them in the EU Data Protection Law.

**1.2.** “**Applicable Data Protection Law**” shall mean all data protection and privacy laws and regulations applicable to personally identifiable data under this Agreement, including data protection law in the European Economic Area (for example, EU Regulation 2016/679, i.e., GDPR).

**1.3** “**Customer Account Data**” shall mean personal data of individuals residing in the European Economic Area (“EEA”) that relates to a Customer’s access to the Services by authorized Customer personnel, such as the names and/or contact information of individuals authorized by Customer to access the Services and billing information of individuals that Customer has associated with its Directly accounts.

**1.4** “**Customer Data**” shall mean all training and other data provided by Customer relating to individuals residing in the EEA, as specified in an Order Form for the purposes of providing the Services under the Agreement, including training AI systems, updating Customer’s knowledge database, answering customer service questions.

**1.5** “**Privacy Shield Framework**” shall mean the EU-US and/or Swiss-US Privacy Shield self-certification program operated by the US Department of Commerce.

**1.6** “**Privacy Shield Principles**” shall mean the Privacy Shield Framework Principles (as supplemented by the Supplemental Principles).

**1.7. Scope.** Insofar as the Data Processor will be processing Personal Data subject to Applicable Data Protection Law on behalf of the Data Controller in the course of the performance of the Agreement with the Data Controller the terms of this Data Protection Agreement shall apply. An overview of the categories of Personal Data, the types of Data Subjects, and purposes for which the Personal Data are being processed is provided in Annex 1.

**1.8. Relationship of the Parties.** The parties acknowledge and agree that with regard to the processing of Customer Data, Customer is a controller or processor, as applicable, and Directly is a processor. With regard to the processing of Customer Account Data, Customer is a controller or processor, as applicable, and Directly is an independent controller, not a joint controller with Customer. Each party shall comply with its obligations under Applicable Data Protection Law, and this Addendum, when processing Personal Data.

### 2. Details of the processing.

**2.1** Subject Matter: Directly’s provision of the Services to Customer.

**2.2** Purpose of the Processing: The purpose of the data processing under this Addendum is the provision of the Directly Services as specified by Customer in the applicable Order Form(s).

**2.3** Categories of Data: Data relating to Customer end user service questions and answers provided by Customer to Directly via the Platform and Services.



2.4 **Categories of Data Subjects:** Data subjects may include Customer's customers, employees, suppliers and end users about whom data is provided to Directly via the Platform and Services by (or at the direction of) Customer.

2.5 **Duration of the Processing:** The Data Processor shall process Personal Data until the date of termination of the agreement, unless instructed otherwise by the Data Controller, or until such data is returned or destroyed on instruction of the Data Controller.

**3. Customer Instructions.** Customer appoints Directly as a processor to process Customer Data on behalf of, and in accordance with, Customer's instructions as set out in the Agreement and this Addendum, as otherwise necessary to provide the Services, or as otherwise agreed in writing. Customer shall ensure that its instructions comply with all laws, regulations and rules applicable to the Customer Data, and that Directly's processing of the Customer Data in accordance with Customer's instructions will not cause Directly to violate any applicable law, regulation or rule, including Applicable Data Protection Law. Directly agrees not to access or use Customer Data, except as necessary to maintain or provide the Services, or as necessary to comply with the law or other binding governmental order.

**4. Responding to Third Party Requests.** In the event that any request, correspondence, enquiry or complaint from a data subject, regulatory or third party is made directly to Directly in connection with Directly's processing of Customer Data, Directly shall promptly inform Customer providing details of the same, to the extent legally permitted. Unless legally obligated to do so, Directly shall not respond to any such request, inquiry or complaint without Customer's prior consent except to confirm that the request relates to the customer or end user to which Customer hereby agrees.

**5. Confidentiality Obligations of Directly Personnel.** Directly will ensure that any person it authorizes to process the Customer Data shall protect the Customer Data in accordance with Directly's confidentiality obligations under the Agreement.

**6. Subcontracting.** Customer consents to Directly engaging third party sub-processors to process Customer Data under this DPA provided that:

6.1 A current list of sub-processors, including the identity of each of those sub-processors and its country location, has been provided to Customer or is available at: <https://www.directly.com/legal/subprocessors> ("Sub-processor List"). Directly will either send Customer an email informing Customer of any new sub-processors or Directly will enable Customer to receive notifications of new sub-processors by e-mailing [subprocessor@directly.com](mailto:subprocessor@directly.com) with the subject "Subscribe". If Customer objects to a new sub-processor (which objection must be reasonable, based on specific written details, and made, if at all, within 30 days after Directly has first included the proposed new sub-processor), the parties will work in good faith to resolve the objection in accordance with subsection 6.2 below.

6.2 Customer may object to Directly's appointment or replacement of a sub-processor within ten (10) days of Directly informing Customer of such appointment or replacement (as described in Section 6.1), provided such objection is in writing and based on reasonable grounds relating to data protection. In such event, the parties shall discuss commercial reasonable alternative solutions in good faith. If the parties do not reach resolution within ten (10) days of Customer's objection, and Directly does not remove the new or replacement sub-processor, Customer may suspend or terminate the Agreement. Directly imposes data protection terms on any sub-processor it appoints that require it to protect the Customer Data to the standard required by Applicable Data Protection Law. Directly remains liable for any breach of this Addendum that is caused by an act, error or omission of its sub-processor.

**7. Data Subject Right Requests.** Directly can provide company customers with API self-service features, where each participating customer can submit requests to delete user data. To assist in the implementation of these automated features, please refer to our API documentation here:

- <https://developer.directly.com/messaging-api.html>

- If you look down the left column toward the bottom, you'll see the option to POST <forget a user>.
- The messaging api uses oauth2 authentication, so it is actually a two step call -- one to get a Bearer token and two to make the call above.

In addition, Directly will provide reasonable additional and timely assistance (at Customer's expense) to the extent the self-service features of the Services do not sufficiently enable Customer to comply with its obligations with respect to data subject rights under Applicable Data Protection Law. For example, if Customer needs to submit such a request while Customer implements that API, Customer can send any delete requests to Directly at [subject\\_requests@directly.com](mailto:subject_requests@directly.com), Directly will log a request through our JIRA system for the Directly engineering team to execute the deletion request.

**8. Return or Deletion of Customer Data.** Following termination or expiration of the Agreement, Directly will provide a reasonable opportunity for Customer to obtain a copy of its Customer Data and delete the same. This requirement shall not apply to the extent that Directly is required by law to retain some or all of the Customer Data, or to Customer Data it has archived on backup systems, which Directly shall securely isolate and protect from any further processing except to the extent required by law.

**9. Directly Audit Program.** The parties acknowledge that Customer must be able to assess Directly's compliance with its obligations under Applicable Data Protection Law, insofar as Directly is acting as a processor on behalf of Customer. For the purpose of verifying Directly's compliance with Applicable Data Protection Law and the Agreement and upon reasonable notice of no less than thirty (30) days, Directly agrees to permit Customer, at Customer's cost and no more than once annually, to conduct audits through a Directly approved third party auditor. However, Directly agrees to allow audits to be conducted directly by Customer where, under Applicable Data Protection Law, (a) Customer has the right to conduct audits directly; and (b) such right cannot be contractually waived by Customer. Directly agrees to cooperate in good faith with the audit and promptly (i) provide access to books, records (including, but not limited to, security scan records), and other information necessary for the audit, and (ii) at Customer's request enable access to Directly's premises if absolutely necessary to properly conduct the audit or required under Applicable Data Protection Law. Customer agrees to (x) schedule audits to minimize disruption to Directly's business, (y) require any third party it employs to sign a non-disclosure agreement, and (z) make the results of the audit available to Directly. Customer will only disclose the results of the audit to third parties if such disclosure is (A) required to demonstrate Customer's own compliance, or (B) otherwise required under applicable laws.

**10. Violations of Applicable Data Protection Law.** Directly will inform Customer if it becomes aware or reasonably believes that Customer's data processing instructions violate Applicable Data Protection Law.

**11. Cooperation and Data Subject Rights Regarding Customer Account Data.** In the event that either party receives: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Customer Account Data; (collectively, "**Correspondence**") then, where such Correspondence relates (or also relates) to processing conducted by the other party, it shall promptly inform the other party and the parties shall cooperate in good faith as necessary to respond to such Correspondence and fulfil their respective obligations under Applicable Data Protection Law.

**12. Transparency.** The parties acknowledge that Directly does not have a direct relationship with Customer's end users whose personal data Directly may process in connection with Customer's use of the Services. Customer

shall be responsible for ensuring its end users are provided adequate notice of Directly's processing activities. Directly will provide Customer with sufficient information regarding its processing activities to allow Customer to provide such notice.

### 13. Security

**13.1. Security Measures.** Directly has implemented and will maintain appropriate technical and organizational measures to protect Customer Account Data and Customer Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the such data (a "**Security Incident**"). The measures Directly takes to protect Customer Data from a Security Incident include those described at <https://www.Directly.com/legal/security>.

13.2 Configuration of Directly technology: Customer is responsible for properly configuring and implementing the Services and using available features and functionalities to maintain appropriate security in light of the nature of the data processed by Customer's use of the Services.

13.3 Security Incident Notification - Customer Data: Directly shall, to the extent permitted by law, promptly notify Customer of any Security Incident of which Directly becomes aware. To the extent such Security Incident is caused by a violation of the requirements of this Addendum by Directly, Directly shall make reasonable efforts to identify and remediate the cause of such Security Incident. Directly shall provide reasonable assistance to Customer in the event that Customer is required under Applicable Data Protection Law to notify a supervisory authority or any data subjects of the Security Incident.

13.4 Security Incident Notification - Customer Account Data: If Directly becomes aware of a confirmed Security Incident involving Customer Account Data containing the personal data of data subjects with whom Directly does not have a direct relationship, and Directly determines that the incident must be reported to a regulatory authority, Directly will notify the Customer of the incident and of its obligation and intent to notify the regulatory authority. If the impacted data subjects are required to be notified of the Security Incident, Customer will provide reasonable assistance to Directly to effectuate appropriate notice to the impacted data subjects.

### 14. International Transfers of Data

14.1 General. Customer acknowledges that, as of the Effective Date of this Addendum, Directly's primary processing facilities are in the United States. To the extent that Customer's use of the Services requires transfer of personal data out of the European Economic Area ("**EEA**"), Directly will take such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures include (without limitation) transferring the Customer Account Data or Customer Data to a recipient that has executed a DPA with Standard Contractual Clauses adopted or approved by the European Commission or pursuant to Directly's EU-US and Swiss-US Privacy Shield Framework self-certifications. The Standard Contractual Clauses as set forth in Annex 3 to this Addendum.

14.2 Privacy Shield: The Privacy Shield Framework will be the lawful transfer mechanism of Customer Account Data and Customer Data from the EEA or Switzerland to Directly in the United States, only to the extent such transfer is not covered by the SCCs annexed to this Addendum. Directly represents that it is self-certified to the Privacy Shield Framework and agrees, with respect to Customer Account Data and Customer Data that it shall comply with the Privacy Shield Principles when handling any such data.

14.3 Standard Contractual Clauses: The parties further agree that the Standard Contractual Clauses in Annex 3 to this Addendum will apply to personal data within Customer Data that is transferred from the European Economic Area and/or Switzerland to outside the European Economic area and Switzerland, either directly or via

onward transfer, to any country or recipient: (i) not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the EU Data Protection Directive) and (ii) not covered by the Privacy Shield certification pursuant to Section 14.2 (Privacy Shield) of this Addendum.

**15. Entire Agreement; Conflict.** This Addendum supersedes and replaces all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written, with regard to the subject matter of this Addendum, including any prior data processing addenda entered into between Directly and Customer. If there is any conflict between this Addendum and any agreement, including the Agreement, the terms of this Addendum shall control.

## ANNEX 1 - DETAILS OF THE PROCESSING

**Description of Data Exporter** - This Annex 1 forms part of the SCCs and must be completed and signed by the parties.

**Data exporter** - The “data exporter” is identified in the Order Form to which this Agreement is incorporated. Data Exporter provides (please briefly specify your activities relevant to the transfer):

*The data exporter is (i) the legal entity that has executed the Agreement and/or these Standard Contractual Clauses as a data exporter and, (ii) all Affiliates (as defined in the Agreement) of Customer established within the European Economic Area (EEA) and Switzerland that have purchased SCC Services on the basis of one or more Order Form(s).*

**Data importer** - The data importer is (please specify briefly activities relevant to the transfer):

*Directly Software, Inc. Data importer’s services are the provision of a marketplace technology platform for customer support (“SCC Services”) which after configuration by the data exporter processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.*

**Data subjects** - The personal data transferred concern the following categories of data subjects (please specify):

- *The Data Subjects are customer users of Data Exporter Customer authorized by it to use the SCC Services.*
- *Employees, agents, advisors, freelancers of Data Exporter (who are natural persons)*

**Categories of data** - The personal data transferred concern the following categories of data (please specify):

*Data exporter may submit Personal Data to the SCC Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, subject to the data exporter configuration of Directly’s technology, the following categories of Personal Data:*

- *Customer User first and last name*
- *Customer User email address/and/or mobile number*
- *Customer User request information (e.g., text of request thread)*
- *Customer User ID data (ID number – internal/external)*
- *Customer User log data (e.g., IP address, browser type, mobile network information).*
- *Data about question type (question category and language type)*
- *Customer Employee contact information (company, email, phone, physical business address)*

**Special categories of data (if appropriate)** - The Personal Data transferred concern the following special categories of data (please specify):

*None as of the Effective Date.*

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

*The objective of Processing of Personal Data by data importer is the performance of the SCC Services pursuant to the Agreement. Specific processing operations are described in Section 2 of the Addendum to which these Clauses are attached.*

## **ANNEX 2 - TO MSA & THE STANDARD CONTRACTUAL CLAUSES**

This Annex 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(c) and 5(c) (or document/legislation attached):**

*See Section 13 of the Addendum to which these Clauses are attached.*

**Annex 3 (To the Directly MSA); Model Clauses; Standard Contractual 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 that do not ensure an adequate level of data protection.

***Name and information of the data exporting organisation can be found in the applicable Order Form incorporated into the Agreement to which these Clauses are attached.***

(the data exporter)

And

**Name of the data importing organization:**

*Directly Software, Inc.  
Address: 333 Bryant Street, San Francisco, CA 94107  
Tel.: 800.787.3176  
e-mail: legal@directly.com  
Other information needed to identify the organization:*

.....

(the data exporter)

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 Annex 1.

*Clause 1*

***Definitions***

For the purposes of the Clauses:

1. '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;
2. 'the data exporter' means the controller who transfers the Personal Data;
3. '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;
4. '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;

5. '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;
6. 'technical and organizational security measures' means those measures aimed at protecting 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.

#### *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 that:

1. 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;
2. 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;
3. the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
4. 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;

5. it will ensure compliance with the security measures;
6. 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;
7. it will 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;
8. it will 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;
9. 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
10. it will ensure compliance with Clause 4(a) to (i).

#### *Clause 5*

##### ***Obligations of the data importer***

The data importer agrees and warrants the following:

1. It will 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;
2. 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;
3. It has implemented the technical and organizational security measures specified in Appendix 2 before processing the Personal Data transferred;
4. It will promptly notify the data exporter about:
  1. 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,
  2. any accidental or unauthorized access, and
  3. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;
5. It will deal promptly and properly with all inquiries from the data exporter relating to its processing of the Personal Data subject to the transfer and abide by the advice of the supervisory authority with regard to the processing of the data transferred;
6. At the request of the data exporter, it will 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;

7. It will 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;
8. In the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
9. The processing services by the subprocessor will be carried out in accordance with Clause 11;
10. It will 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.

1. 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:
  1. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  2. 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, namely the United States.

#### *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 Clauses.

#### *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, namely the United States.
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.

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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.