

Directly, Inc.
333 Bryant St., Suite 250
San Francisco, CA 94107

DIRECTLY CUSTOMER ORDER FORM

_____	_____
Customer Company Name ↑	Account Executive Name ↑
_____	_____
Customer Company Address	Account Executive’s Email Address
_____	_____
Primary Contact Person	Account Executive’s Phone Number
_____	_____
Primary Contact Email Address	Order Valid if Signed by this Date
_____	_____
Email Address for invoices and billing	Effective Date (Start of Agreement)

PLATFORM & SERVICES FEES

Directly and Customer agree that Customer is ordering the Platform and Services selected below.

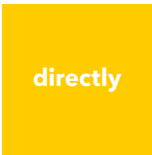
	Packages		
(Select one)	[]	[]	[]
	Understand	Automate	Engage
Features	<ul style="list-style-type: none"> Intent Discovery Continuous Training Recommended Next Best Action 	Understand features plus: <ul style="list-style-type: none"> Automated Responses Peer Reviewed Content Agent Hand-Off 	Automate features plus: <ul style="list-style-type: none"> Peak Mitigation Intelligent Routing Multi-Language
Platform Fee (monthly)	[\$_____]	[\$_____]	[\$_____]
Conversation Fee (per Conversation)	Understand API - [\$___]	Understand API - [\$___] Automate API - [\$___]	Understand API - [\$___] Automate API - [\$___] Engage API - [\$___]
Fees for Additional Services			Upon request

ORDER FORM TERMS

See MSA and incorporated exhibits for full terms and conditions

- Order Form.** This Order Form (“**Order Form**”) is subject to and governed by the terms and conditions of the Directly Master Services Agreement (the “**MSA**”) and incorporated exhibits (collectively, and including this Order Form, “**Agreement**”). In the event of a conflict between this Order Form and the Master Services Agreement, the terms of this Order Form shall prevail. Any term(s) capitalized but not defined herein will be defined as set forth in the Master Services Agreement.

2. Intentionally omitted.
3. **Definitions.**
 - a. **Packages.** The Platform solution is comprised of three components: (i) functionality that analyzes and interprets data (“Understand”); (ii) functionality that takes action based on Understand (“Automate”); and (iii) functionality that directs issues to the appropriate agent for solution (“Engage”). As part of the Understand package, the Platform performs cluster analysis, classifies issue intents, makes recommendations, and reports on the issues. Through the Automate package, the Platform serves pre-written answers (also known as Automated Responses), peer-reviewed content, and agent hand-off. Through the Engage package, the Platform performs peak mitigation, intelligent routing, and multi-language capability. If Customer licenses either the Automate or Engage package, Customer may use any Expert Content in its customer relationship management system and for internal business operations. A “Conversation” means any exchange between a Customer’s end-user and the Platform via any digital messaging channel in which the exchange relates to one discrete intent during a 48-hour period.
 - b. **Expert Recruiting.** Expert recruiting fees apply to Customers purchasing the Engage package that do not wish to assume responsibility for the recruitment of Experts and monthly maintenance of the Expert network (“Expert Recruiting”). Customer has chosen to assume responsibility for the recruitment of Experts. Should Customer later elect to not assume responsibility for Expert Recruitment, Customer shall pay a one-time, initial set-up fee and a monthly network maintenance fee. Any changes to the Network Assumptions (defined below), could require Directly to increase the cost of the monthly maintenance fee.
 - c. **Network Assumptions.** The networks underlying each of Understand, Automate and Engage require a minimum level of Conversations per Expert per month in order for the services to perform in accordance with its specifications. Directly and Customer have determined 20 Conversations per Expert per month is necessary. While there is no penalty for not meeting this minimum, Directly cannot guarantee that the Platform will perform in accordance with its specifications were the minimum number of Conversations per Expert per month not met. Additionally, any reduction in prices will impact the quality of Experts, affect the performance of the services and influence service levels.
4. **Payment Terms.** Upon the execution of this Order Form and each subsequent annual anniversary thereafter, Directly will issue an invoice for the Platform fees due and payable during the respective year of the term, and in the case of the first year, shall invoice for the Integration Fee. Directly will issue an invoice on the first of each month, for fees for the estimated number and type of Conversations fees 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 each of the Conversations and Expert fees in the prior month minus the estimated fees for each of the Conversations and Expert fees invoiced in the prior month. Fees are due and payable within 30 days after the invoice date.
5. **Complete Agreement.** The Agreement, which includes this Order Form, the 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.



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

POSTMATES INC. ("CUSTOMER")

DIRECTLY, INC. ("DIRECTLY")

Signature

Signature

Insert text here
Name

Insert text here
Name

Insert text here
Title

Insert text here
Title

Insert text here
Date

Insert text here
Date