

## Master Service Agreement

This Master Service Agreement, including any applicable and incorporated **Order Form(s)**, statements of work ("**SOW(s)**"), addenda and exhibits (collectively, this "**Agreement**") is entered into by the signatory parties below and effective as specified in the applicable Order Form ("**Effective Date**"). Customer and Directly, Inc. ("**Directly**") hereby agree as follows:

### 1. Services, Data and Licensing.

**1.1. Scope and Definitions of Services and Order Forms.** Directly's platform and services allow companies to build networks of independent, third-party expert users ("**Experts**") who can earn rewards for answering customer support questions both through personal and automated channels. 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 ("**Services**"), which shall include, to the extent specified in an Order Form: (a) subscription access to Directly's proprietary online-hosted technology platform, software, mobile apps and services ("**Crowd Platform**" or "**Platform**"); (b) content provided by Experts ("**Expert Content**"); and (c) any implementation, deployment, recruiting or other professional services specified in the Order Form and/or incorporated SOW(s) "**Implementation**". Any Order Form executed by the parties is incorporated by reference into the Agreement and shall specify: (a) the Services to be provided, (b) any applicable limitations or special terms or conditions, and (c) services, fees and any additional payment terms.

### 1.2. Licenses, Ownership and Restrictions.

**1.2.1. Customer Data.** To deliver the Services, Customer will be required to provide Directly with access to certain data and information ("**Customer Data**"), subject to the confidentiality, privacy and data protection requirements of this Agreement. Customer owns, or has the right to use, and shall retain all title and/or right to Customer Data.

**1.2.2. Platform Licenses & Platform Ownership.** Directly hereby grants to Customer a non-exclusive right to (a) access and use the Services during the Term, including 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. 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 nonexclusive 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. 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 with Experts.** Directly's current Terms of Service Agreement ("**Terms**") governs use of the Platform by Experts and others and is available at [www.directly.com/legal](http://www.directly.com/legal). Directly agrees to maintain in its Terms provisions that substantively provide the following: (a) a prohibition on the Expert engaging in harassing, abusive, fraudulent or offensive conduct; (b) a representation 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 each 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 via the Platform; (h) a provision that the Expert is not an employee or agent of Directly or Customer; (i) a requirement that each Expert provides and maintains their own equipment and internet connectivity; (j) that disputes related to the Terms will be resolved by binding arbitration (except where specifically provided) and not on a class action basis. The Terms may be amended or supplemented from time to time at Directly's discretion and in accordance with the terms of this Agreement.

**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 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, including but not limited to CSAT scores and response times ("**Usage Data**"). Directly may internally use Usage Data and may disclose Usage Data to the extent such Usage Data does not identify or reasonably could be used to identify Customer or any individual 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, accrued, tried or invoiced, Customer must email 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; General Indemnity**

**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 IPRs. 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. During the Term, Directly may include Customer's name and logo in Directly's customer lists, general web pages and in the recruitment of Experts. 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 IPR 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 IPRs 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.

**4.4. General Indemnity.** Directly will hold Customer harmless against any Claim brought against the Customer by a third party for (a) any personal injury or damage to property caused by Directly or Experts, (b) Directly’s violation of law or third-party rights, and (c) Directly’s breach of its confidentiality, information security or personal data protection obligations under this Agreement.

**5. Warranty Disclaimer.** Directly, its affiliates, partners and suppliers hereby disclaim all representations, warranties, 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 Sections 4.2 (IPR Indemnity), 4.3 (Confidentiality) and 4.4 (General Indemnity): (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.** Unless otherwise provided in the Order Form, 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 of its intent to not extend or renew the Term, as provided herein, at least sixty (60) days prior to the then-current end of 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 at least thirty (30) days following receipt of a reasonably 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 will not be entitled to a refund or credit for unused portions of prepaid fees.

**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 either deliver to the other party or delete and certify the destruction of any and all Confidential Information of the other party in the possession or control of such party, and (d) Sections 1.2.3, 2.3, 3, 4, 5, 6, 7.3, and 8 will survive termination of the Agreement.

## **8. General.**

**8.1 Defined Terms and Construction.** Capitalized terms shall have the meanings provided in this Agreement, including 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 (including 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, INC.** (“DIRECTLY”)

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Signature

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Signature

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Name

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Name

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