



Directly, Inc.
333 Bryant Street, 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 & Billing

Effective Date (Start of Agreement)

FEES

Directly and Customer agree that Customer is ordering the following items selected below.

Item	Description	Fees	Y/N
Directly Platform	Monthly fee per LOB	\$25,000	Req'd
Expert Rewards	Per resolved question, monthly minimum \$30,000	\$X.XX- Personal Answers \$Y.YY – Automated Answers	Req'd Y/N
Program Launch	Includes standard integration to approved CRM and RTM	\$20,000	Req'd
Expert Network Recruitment	Directly sourced expert recruiting and onboarding process	\$10,000	Y/N
Professional Services	Non-standard CRM/channel integrations, custom reporting, etc.	Custom Quote	Y/N

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 (the “**MSA**”) and incorporated exhibits (collectively, and including this Order Form, “**Agreement**”). In the event of a conflict between this Order Form and the 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 Agreement.
2. **Fee Descriptions:**
 - a. Directly Platform: the platform provides access to and utilization of Directly’s infrastructure and resources for a single line of business, invoiced annually in advance.
 - b. Expert Rewards: rewards are charged based on customer questions that are sent to Directly, accepted by the Platform and are not forwarded on to agents or other internal customer support resources in the company (i.e. deflected). Directly charges a minimum reward amount of \$30,000 per month. All Reward amounts are invoiced monthly in arrears.
 - c. Program Launch: to configure the Directly Platform, test and verify the connections with the customer’s systems and launch the program, Directly charges a one-time fee invoiced upon Launch.
 - d. Expert Network Recruitment: an expert network recruiting fee will be charged only if Directly is required to use external sourcing methods (paid advertisements, direct sourcing, etc.) to obtain experts for the program’s network.
 - e. Professional Services: where Customer requires or desires access to nonstandard messaging channels, CRM systems, or custom reporting, Directly and customer will agree to execute a separate SOW for the additional development work involved.
3. **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 also invoice for the Program Launch, and if applicable the Expert Network recruitment and any Professional Services fees. Fees are due and payable within 30 days after the invoice date.
4. **Complete Agreement:** The Agreement, which incorporates this Order Form, the MSA and the Data Protection Addendum Exhibit (“**DPA Exhibit**”), 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.

_____ (“CUSTOMER”)

DIRECTLY, INC. (“DIRECTLY”)

Signature

Signature

Insert text here

Insert text here

Name

Name

Insert text here

Insert text here

Title

Title

Insert text here

Insert text here

Date

Date