

SALES ALLIANCE AGREEMENT

This Sales Alliance Agreement (“**Agreement**”) governs the relationship between Directly, Inc. (“**Directly**”) and the Partner (“**Partner**”) whose identity information appears either in the signature block below or is entered into Directly’s designed online sales partner portal (“**Portal**”).

Background:

Whereas, Directly provides its corporate customers an automation platform and related services powered by community domain experts to improve customer experience automations and support (collectively, Directly’s “**CX Solution**”);

Whereas, Partner provides customer automation and support and related services (collectively, “**Support Solution**”);

Whereas, the parties desire to form a sales and marketing alliance to support adoption of each other’s complementary solutions (each a “**Solution**” and collectively the “**Integrated Solutions**”), and each will seek opportunities to partner for programs of joint automation integrations, resale and referrals as described below and in any executed customer order form and similar addenda;

Whereas, upon execution of the Agreement (including via the Portal), each party will be eligible, on a non-exclusive basis, to offer to existing and potential corporate enterprise customers (“**Enterprise Users**”) in an authorized territory, as described below, each other’s Solution or the Integrated Solutions as described below and detailed in an applicable order form.

Now, therefore, for good and valuable consideration and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS

1. SALES ALLIANCE PARTNER PROGRAMS

- 1.1. Programs.** Depending on each party’s preferences, location, qualifications, experience and the scope of its business, each party may participate as an automations partner, resale partner and/or a referral partner (each a “**Program**” and collectively the “**Programs**”) for an authorized territory.
- 1.2. Portal.** If instructed by a party, the other party agrees to register on a party’s identified portal (each a “**Portal**”), for coordination and management. Each party is solely responsible for compliance with the applicable terms and conditions which govern use of a Portal and acknowledges that a party may require registration, order process, referrals, payment and other aspects of the parties’ relationship to be managed via the Portal, subject to reasonable and acceptable Portal and other terms and conditions.
- 1.3. Change.** Each party reserves the right to terminate or suspend participation in a Program, or to modify a Program, the Agreement (incorporated ancillary documentation) at any time upon thirty (30) days written notice by sending notice to the party’s designated email address or via a Portal. If a party does not agree with the proposed modifications Agreement or Program terms, a party must give notice of its desire to discontinue its participation in the Programs and terminate this Agreement in accordance with subsection 12.6.

2. RELATIONSHIP SCOPE AND RESTRICTIONS

- 2.1. Non-Exclusive Relationship.** Each party’s participation in the Programs is wholly non-exclusive, and each party may explore the sale of its products or services, directly or through other third parties

at any time, in an authorized territory (currently the United States), unless by mutual written consent, including via a party's designated email address (hereinafter an "**Authorized Territory**"), without any compensation to the other party other than pursuant to the Agreement.

- 2.2. Relationship.** Each party agrees that the relationship with the other party shall not be construed as a sales agent or commercial agent as defined or described under applicable law and each party expressly and irrevocably waives any and all rights it may have under such laws or any similar law, anywhere in the world, that might otherwise be applicable. The parties are independent contractors and the Agreement does not create an association, joint venture, or relationship of principal and agent, or employer and employee, between the parties, or any continuing rights on the part of a party that are not expressly provided in the Agreement. Neither party will have the right, power or authority (whether express or implied) to enter into or assume any duty or obligation on behalf of the other party. Notwithstanding the authorizations granted by pursuant to the Agreement, neither party is allowed to hold itself out as being a member of the other or an employee, agent or representative. Each party's employees are also not employees of the other party.
- 2.3. Restrictions.** During the Term, neither party shall: market or sell a Solution or Integrated Solutions, or generate Referrals, outside of the United States, except with the other party's written permission (including via a party's designated email address); make any statements or representations in contract or otherwise concerning the other party or its Solution that are inconsistent with applicable marketing and training materials; or misrepresent the nature of its relationship with the other party as anything other than a non-exclusive sales partner.

3. AUTOMATION PROGRAM. If engaged as an automation partner, each party shall:

- 3.1.** Understand that the automation partner program is intended to apply in circumstances where one or both of the parties will need to undertake automation integration development work in order to ensure deployment and operation of a high-quality Solution or the Integrated Solution that meet specific Enterprise User's requirements which shall be documented in applicable order form, statement of work or other such incorporated addenda.
- 3.2.** Discuss in good faith a customer sales prospect under an automation partner program and negotiate in good faith and execute any required ancillary documents to cover an integrated or custom deployment, including a statement of work, order form, addendum, schedule, exhibit or other agreement for the purpose of deploying a Solution or Integrated Solutions.
- 3.3.** Comply with all training and marketing requirements set forth in the Agreement or any order form, addendum, schedule, exhibit, statement of work or other agreement entered into between the parties.
- 3.4.** Comply with all policies, procedures and obligations set forth in the Agreement or any order form, addendum, schedule, exhibit, statement of work or other agreement entered into between the parties.
- 3.5.** Promote each other's Solution or the Integrated Solutions in order to market and sell to Enterprise Users solely for Enterprise Users' internal business purposes (i.e. and not for further resale or sublicensing).
- 3.6.** Exchange written quarterly pipeline reviews, progress reports, business plans and forecasts.
- 3.7.** At all times: (i) avoid deceptive, misleading or unethical practices; (ii) refrain from making any false or misleading representations with regard to each party, its Solution, or the Integrated Solutions and/or any other actions or omissions that would reasonably be expected to harm or actually harm a party's reputation; and (iii) refrain from making any warranties, representations or guaranties with regard to the specifications, features or capabilities of a Solution or the Integrated Solutions that are inconsistent with the training, documentation and/or policies of a party.
- 3.8.** Keep each other informed of material communications and developments in the relationship with

Enterprise Users and may establish relationships and communicate with Enterprise Users according to the following process:

- 3.8.1. Each party shall notify the other, through a written submission to a designated email or via a Portal of its desire to license a Solution or the Integrated Solutions to potential Enterprise Users. Each party will respond to the request and provide a response to or approval of such Enterprise User, in its sole discretion. Each party may withhold its approval for any reason in its sole discretion. In particular, approval will be refused if the potential Enterprise User is: (i) already an opportunity known to other the party; (ii) a current or recently terminated customer of the other party; (iii) an entity that a party does not wish to be associated with for any commercially reasonable reason; or (iv) or any entity whose principal place of business is not located in an Authorized Territory.
- 3.8.2. Upon receipt of such approval, a party may market or offer a Solution or the Integrated Solutions to such Enterprise User. Each party shall, in its sole discretion, negotiate the retail price that the party shall charge to Enterprise Users. The deal duration should be at minimum for a period of one year. The parties agree to trade in USD unless otherwise agreed.
- 3.8.3. Each party agrees that an Enterprise User shall enter into an agreement governing a Solution or the Integrated Solutions and agrees to refer any prospective Enterprise Users to the parties respective master service or other similar agreement (for example, with respect to Directly, its MSA is available at <https://directly.com/legal/msa/>) which may be updated from time to time at the party's discretion (the "**Minimum Terms**").
- 3.8.4. Each Party shall have the right to review specific Enterprise User agreement(s) or transaction document(s) entered into between a party and an Enterprise User to ensure that the Minimum Terms are met.
- 3.8.5. In the event the Enterprise User breaches or otherwise fails to comply with the Minimum Terms, each party may have the right to terminate access of the Enterprise User account. In the event of such failure or breach, the party will notify the other party as soon as reasonably practicable and the parties will work together in good faith to resolve the related issue(s); provided that termination of a Solution or the Integrated Solutions, shall be at its sole discretion.

4. RESALE PROGRAM. If engaged as a Resale Partner, each party agrees to:

- 4.1. Discuss in good faith a customer sales prospect under the Programs and negotiate in good faith and execute any necessary order form, addendum, schedule, exhibit, statement of work or other agreement for the purpose of deploying a Solution or Integrated Solutions.
- 4.2. Comply with all training and marketing requirements set forth in the Agreement or any order form, addendum, schedule, exhibit, statement of work or other agreement entered into between the parties.
- 4.3. Comply with all policies, procedures and obligations set forth in the Agreement or any order form, addendum, schedule, exhibit, statement of work or other agreement entered into between the parties.
- 4.4. Promote each other's Solution or the Integrated Solutions in order to market and sell to Enterprise Users in the Authorized Territory, solely for Enterprise Users' internal business purposes (i.e. and not for further resale or sublicensing).
- 4.5. Exchange written quarterly pipeline reviews, progress reports, business plans and forecasts.
- 4.6. At all times: (i) avoid deceptive, misleading or unethical practices; (ii) refrain from making any false or misleading representations with regard to each party, its Solution, or the Integrated Solutions

and/or any other actions or omissions that would reasonably be expected to harm or actually harm a party's reputation; and (iii) refrain from making any warranties, representations or guaranties with regard to the specifications, features or capabilities of a Solution or the Integrated Solutions that are inconsistent with the training, documentation and/or policies of a party.

4.7. Enterprise User Management. Each party agrees that during the Term, it may establish relationships with Enterprise Users according to the following process:

- 4.7.1. Each party shall notify the other, through a written submission or via a Portal of its desire, to license a Solution or the Integrated Solutions to potential Enterprise Users. Each party will respond to the request and provide a response to or approval of such Enterprise User, in its sole discretion. Each party may withhold its approval for any reason in its sole discretion. In particular, approval will be refused if the potential Enterprise User is: (i) already an opportunity known to the party, (ii) a current or recently terminated customer of the other party, (iii) an entity that a party does not wish to be associated with for any commercially reasonable reason, (iv) or any entity whose principal place of business is not located in the Authorized Territory.
- 4.7.2. Upon receipt of such approval, a party may market or offer a Solution or the Integrated Solutions to such Enterprise User. Each party shall, in its sole discretion, negotiate the retail price that the party shall charge to Enterprise Users. The deal duration should be at minimum for a period of one year. The parties agree to trade in USD unless otherwise agreed.
- 4.7.3. Each party agrees that an Enterprise User shall enter into an agreement governing a Solution or the Integrated Solutions and agrees to refer any prospective Enterprise Users to the parties respective master service or other similar agreement (for example, with respect to Directly, its MSA is available at <https://directly.com/legal/msa/>) which may be updated from time to time at the party's discretion (the "**Minimum Terms**").
- 4.7.4. Each Party shall have the right to review specific Enterprise User agreement(s) or transaction document(s) entered into between a party and an Enterprise User to ensure that the Minimum Terms are met.
- 4.7.5. In the event the Enterprise User breaches or otherwise fails to comply with the Minimum Terms, each party may have the right to terminate access of the Enterprise User account. In the event of such failure or breach, the party will notify the other party as soon as reasonably practicable and the parties will work together in good faith to resolve the related issue(s); provided that termination of a Solution or the Integrated Solutions, shall be at its sole discretion.

5. AUTOMATION AND RESELLER PARTNER FEES AND PAYMENTS

- 5.1. Each party shall charge the other party based on a standard percent discount to the current list fees as determined by the party in its sole discretion. Updates on available services and pricing will be communicated to each party at least thirty (30) days in advance or as soon as otherwise practicable.
- 5.2. Each party shall invoice the other party for amounts owed to it in USD monthly in advance for a Solution. The party shall also be invoiced for any one-time fees for Technical Support if applicable. Additional credit usage or additional seats above the allotted amount will be invoiced in arrears.
- 5.3. Each party may pay by wire transfer or check, net thirty (30) days from the invoice date.

6. REFERRAL PROGRAM. If engaged as a Referral partner, each party agrees to the following:

- 6.1. To comply with all training and marketing requirements detailed in any order, addendum, schedule or exhibit, or as set forth on the Portal.
- 6.2. To comply with all policies, procedures and obligations set forth in the Agreement, in any order, addendum, schedule or exhibit, or as set forth on the Portal.
- 6.3. Each party may notify the other through a submission on the Portal (such submission, the “**Referral Form**”) of its desire to introduce a potential client (“**Lead Referral Client**”).
- 6.4. If a party desires an introduction to the Lead Referral Client, it will respond to the Referral Form and provide a written response as to whether it wishes to be introduced to such Lead Referral Client (“**Approval**”); provided that it may withhold its Approval of a Lead Referral Client for any reason in its sole discretion.
- 6.5. Consistent with subsection 3.4 above, Approval may be refused by a party for any reason, including but not limited to if the Lead Referral Client: (i) is already an opportunity known to it, or (ii) is a current or recently terminated customer of it, (iii) is an entity that a party does not wish to be associated with for any commercially reasonable reason, or (iv) does not have its principal place of business in the Authorized Territory.
- 6.6. Upon receipt of an Approval, the referring party will facilitate an introduction to the applicable Lead Referral Client (“**Introduction**”) to explore a sale by the other party of its Solution to such Lead Referral Client (“**Potential Sales Transaction**”).
- 6.7. Failure to send an Approval or denial notice to a party shall in no way be construed as the other party’s approval to facilitate an Introduction or otherwise assume that any Referral Fee will be owed to such party.
- 6.8. Each party acknowledges and agrees that it will (a) respond to Referral Forms in the order in which they are received, and (b) will not pay more than one Referral Fee to the other party for a Lead Referral Client.

7. REFERRAL FEES AND PAYMENTS

- 7.1. A one-time Referral Fee will only be payable if (i) Lead Referral Client has its principal place of business in the Authorized Territory; (ii) the Sales Transaction has been consummated as a direct result of an Introduction within one hundred eighty (180) days after a party has granted an Approval for such Lead Referral Client; (iii) the Lead Referral Client remains a customer of the party for the Applicable Period (as defined below); and (iv) the respective party has prepared its invoice (based on the sales report provided to other party) and invoiced the other party for such Referral Fee.
- 7.2. Subject to the foregoing, each party will pay referring party a one-time fee in an amount that is equal to ten percent (10%) of the Net Revenue (as defined below) received by it from the Lead Referral Client (“**Referral Fee**”); provided that if any conflict between this Agreement and the Portal, the provisions of the Portal shall supersede and prevail. “**Net Revenue**” means the recurring monthly fees to be paid by a Lead Referral Client for a Solution initially ordered for the lesser of either the (i) period in which the Lead Referral Client cannot, without cause, terminate the agreement. (“**Applicable Period**”); or (ii) one (1) year from the effective date of the initial order. Net Revenue excludes overage fees, professional service fees such as implementation and optimization charges, maintenance and support fees, consulting fees, taxes, duties or other like charges or any amounts that either party is obligated to pay to third parties in fulfillment of the opportunity. Net Revenue shall be reduced by any service or other credits or other refunds made.
- 7.3. **Taxes.** All prices and fees are exclusive of all applicable taxes. Each party agrees to pay and bear the liability for all taxes associated with the marketing and distribution of its Solution or its proportionate value contributed to the Integrated Solutions, such as sales, use, excise, value added and similar taxes

and all duties or governmental impositions, but excluding (i) taxes based on a party's net income, and (ii) any withholding taxes. In the event that a party is required to withhold taxes on payments, each party agrees to furnish to the other party receipts and documentation substantiating such withholding of taxes.

8. PROPRIETARY RIGHTS AND RESTRICTIONS

8.1. License Grant. Each party hereby grants to the other party a non-exclusive, limited, non transferable, non-sublicensable (except as set forth herein) license, solely in the Authorized Territory, for the duration of the Term: (i) to use the party's name, trade name, trademarks, logos and icons as required to execute the activities contemplated under these Agreement; provided that the respective party shall clearly distinguish between it and the partner; (ii) at each party's sole cost, to promote, market each other's respective Solution or the Integrated Solutions, including events and promotional activities that a party may decide to provide, consistent with good business practices, and in a manner that reflects favorably on the reputation of the other party; and (iii) if a party is an automations or resale partner, to market, distribute, promote, offer for sale and license the respective Solution or Integrated Solutions to Enterprise Users under license rights detailed under the Minimum Terms.

8.2. Directly Proprietary Rights. Each party understands and agrees that the other party exclusively owns all right, title and interest to its Solution, including without limitation, code, deliverables, trade name, trademarks, service marks, logos, copyrights, trade secrets, know-how, information and system data whether pre-existing during or after the Effective Date, including any modification, enhancements or derivatives and related metrics, data and information generated by the Solution. Each party agrees that no title to or ownership of any Solution or anything produced pursuant to this Agreement or otherwise, is transferred to the other party. Any rights not expressly granted herein are hereby reserved by each party.

8.3. Hosting of Solutions. Unless otherwise agreed in writing, each Solution or elements of the Integrated Solutions shall be hosted, managed and controlled by the respective owner or one of its designated vendors. Each party shall provide and maintain through itself or its authorized agents or partners the necessary hardware, equipment, technical support, systems and personnel essential to ensure the hosting, management and controlling of its Solution. Unless otherwise agreed, neither party may at any time manage, host or provide any of these services on behalf of any Enterprise User. All patches and fixes and standard new releases and new versions of a Solution will be provided to Enterprise Users at no additional charge when generally available. Non-standard upgrades and optional product enhancements, such as other solutions, products, services, integration work, extensive customization and non-standard features, may be made available for additional fees.

8.4. Restrictions. Each party agrees not to (i) modify, decompile, reverse-engineer, disassemble or otherwise attempt, directly or indirectly to obtain or create source code for a Solution; (ii) use the Confidential Information or intellectual property of the other party to create, distribute, sell, license, market or promote any technology, solution or service or any third party technology or service without the prior written approval of the other party; (iii) use any Confidential Information or intellectual property in conjunction with any third party technology without the prior written approval of the other party; (iv) introduce into a Solution or the Integrated Solutions any threats known or referred to as software viruses, "time bombs," "logic bombs," "Trojan Horses," "trap doors," or such similar techniques, or other malicious computer instructions, intentional devices or processes that can or were designed to threaten, infect, attach, assault, vandalize, defraud, disrupt, damage, disable or shut down a computer system or any component of such computer system, including its security or user data; (v) modify, translate, or create derivative works of the other party's technology; (vi) violate any applicable local, state/provincial, federal or foreign law, treaty, regulation or convention in connection with the other's party's Solution, technology, systems or services; or (vii) during the Term and one (1) year thereafter, directly or indirectly solicit or entice the other party's personnel, Enterprise Users or existing customers away from it or to a third party.

9. CONFIDENTIALITY & DATA PROTECTION

- 9.1. Non-Disclosure and Non-Use.** For purposes of this Section, a party having access to Confidential Information of the other party is a “Recipient,” while a party providing such access is a “Disclosing Party.” The Recipient will maintain all Confidential Information of the Disclosing party in strict confidence. Except as provided in this Agreement, the Recipient will not use Confidential Information of the Disclosing Party, except to perform or otherwise fulfill the purpose of this Agreement or disclose it in any manner to any third party, without the prior express written consent of the Disclosing Party. The Recipient will restrict access to, and use of, Confidential Information of the Disclosing Party to those employees and agents of Recipient’s organization with a need to use the information to perform under or otherwise fulfill the purpose of this Agreement. The Recipient will use the same degree of care in handling and safeguarding Confidential Information that it uses in handling and safeguarding its own Confidential Information, and in any case not less than reasonable care. Before disclosing any Confidential Information to its officers or employees, Recipient will subject such officers and employees to an obligation of confidentiality no less stringent than that by which Recipient is bound. “Confidential Information,” of a party means any material or information relating to the party’s research, development, products, product plans, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets, disclosed in writing before or after the Effective Date, that would reasonably be considered proprietary or confidential.
- 9.2. Exceptions.** The obligations set forth above will not apply to information which is: (i) already known to or otherwise in the possession of the Recipient at the time of disclosure and which was not so known or received in violation of any confidentiality obligation; (ii) publicly available or otherwise in the public domain prior to disclosure by the Recipient; (iii) rightfully obtained by the Recipient from any third party without restriction and without breach of any confidentiality obligation by such third party; or (iv) developed by the Recipient without reference to the Disclosing Party’s Confidential Information and independent of any disclosure hereunder, as evidenced by written records.
- 9.3. Permitted Disclosure.** Each party may disclose Confidential Information to the limited extent necessary to comply with the order of a court or administrative body of competent jurisdiction or a government agency, provided that the Recipient will notify the Disclosing Party prior to such disclosure and will cooperate with the Disclosing Party if the Disclosing Party elects to legally contest, request confidential treatment of, or otherwise avoid such disclosure.
- 9.4. Data Privacy and Data Protection Addendum.** Each party will comply with any reasonable and necessary data privacy and protection requirements which will be reviewed and executed by the parties. Each party also will ensure that the Enterprise User undertakes all necessary measures to meet all requirements of the applicable data protection and privacy laws (“**Data Privacy Laws**”). If, under Data Privacy Laws, a party is a data processor (or data importer) or a party is a sub-processor (or sub-importer), each party shall ensure that it shall be permitted to process each Enterprise User’s data for the following purposes: (a) to provide the Solution or Integrated Solutions; (b) to operate, maintain, enhance and support a Solution or the Integrated Solutions (and related services) and the infrastructure used to support deployment; and (c) to respond to customer support requests. Each party shall notify the other party of its standard Data Protection Agreement (e.g., for Directly is available at <https://directly.com/legal/msa/>), which may be updated from time to time in its reasonable discretion, and will govern the relationship formed hereby.
- 9.5. No Other Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, A SOLUTION AND THE INTEGRATED SOLUTIONS ARE PROVIDED “AS IS” AND NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY OF ITS SOLUTIONS, PRODUCTS AND SERVICES PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY,

SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT AND QUIET ENJOYMENT OR NON- INTERFERENCE.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Cap. THE CUMULATIVE TOTAL LIABILITY OF EACH PARTY TO THE OTHER OR ANY THIRD PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE ACTUAL FEES PAID TO IT PURSUANT TO THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS.

10.3. Exceptions. THIS SECTION 10 (LIMITATION OF LIABILITY) IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE, AND DOES NOT APPLY WITH RESPECT TO SECTION 11 (INDEMNIFICATION), SECTION 9 (CONFIDENTIALITY & DATA PROTECTION), OR ANY MISAPPROPRIATION OF INTELLECTUAL PROPERTY.

10.4. Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic Agreement, would be substantially different.

11. INDEMNITY. The parties agree that third party claims pertaining to either party's intellectual property shall be addressed and managed by each party respectively in accordance with the process outlined below.

11.1. Partner Indemnity. Subject to the provisions of Section 11.3 below, if a third party claims against Directly that Partner's Solution or intellectual property (including, without limitation, applications and data) or content provided to Directly to perform its duties hereunder infringes such third party's patent(s), copyright or trademark (a "**Claim**"), Partner shall defend the Claim and pay all reasonable costs of defense of such claim, and will indemnify and hold Directly harmless from and against any settlement amounts agreed to by Partner or damages finally awarded by a court of competent jurisdiction or administrative authority to such third party. In addition, Partner shall indemnify and hold harmless Directly from any third party claims, actions, suits, procedures, penalties, fines, liabilities, losses or damages asserted against Directly based upon or arising out of Partner's failure to perform, or its wrongful performance of, any of its obligations or duties under these Agreement.

11.2. Directly Indemnity. Subject to the provisions of Section 11.3 below, if a third party claims against Partner that Directly's Solution or intellectual property (including, without limitation, applications and data) or content provided to Partner to perform its duties hereunder infringes such third party's patent(s), copyright or trademark infringe such third party's patent, copyright or trademark (each a "**Claim**"), Directly shall defend the Claim and pay all reasonable costs of defense of such claim, and will indemnify and hold harmless Partner from and against all settlement amounts agreed upon by Directly or damages finally awarded by a court of competent jurisdiction or administrative authority to such third party. In addition, Directly shall indemnify and hold harmless Directly from any third party claims, actions, suits, procedures, penalties, fines, liabilities, losses or damages asserted against Partner based upon or arising out of Partner's failure to perform, or its wrongful performance of, any

of its obligations or duties under these Agreement.

11.3. Indemnification Process. The indemnification obligations above are conditioned upon the party seeking indemnification (i) giving the indemnifying party prompt written notice of any claim, action, suit or proceeding; (ii) granting complete control of the defense to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party at the indemnifying party's expense. The indemnified party may participate in the defense of the claim at its own expense and in a manner not disruptive to the indemnifying party's conduct of the defense. The indemnification set forth in this Section shall be each parties sole and exclusive remedy, for third party Claims.

12. TERM AND TERMINATION

12.1. The Agreement and each party's participation in the Programs shall commence on the Effective Date and, unless earlier terminated, shall expire on the later of (a) one (1) year after the last Order Form or other similar ordering document expires, or (b) three (3) years after the Effective Date ("**Term**"), at which time Partner may apply to renew the Agreement.

12.2. Either party may terminate the Agreement and its participation in the Programs immediately upon written notice due to a material breach of the Agreement by the other party, which material breach has remained uncured for a period of thirty (30) days from the date of delivery of written notice thereof to the breaching party.

12.3. Either party may terminate this Agreement upon written notice after the other party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the bankrupt/insolvent party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against the party which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days.

12.4. Termination of this Agreement will not release the parties from any liability, including, without limitation, payment obligations, which at the time of termination has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable exhibit to this Agreement to survive termination. Notwithstanding the foregoing, the party terminating this Agreement as permitted in this Section will incur no additional liability merely by virtue of such termination. Upon termination of this Agreement, whether for default or otherwise: (i) the parties will cooperate in making administrative arrangements for transfer of customers as necessary; (ii) each party will cease representing itself as a sales alliance partner of the other party; (iii) all licenses granted for the Term hereunder will terminate; and (iv) each party will cease using, return or destroy, at the sole election of the other party, all Confidential Information of such other party and all personal data, except to the extent necessary to retain such information to support then-current customers through the end of such customers' agreements.

12.5. The provisions of Sections 2, 8, 9, 10, and 11 as well as any obligations to pay any amounts due and outstanding hereunder, will survive termination or expiration of this Agreement; provided that no obligation shall survive more than five years after the obligation was incurred.

12.6. Each party may seek to change or modify the Agreement and/or any incorporated ancillary addenda and may suspend or terminate participation in the Program, at any time in its sole and absolute discretion, upon thirty (30) days' notice to the other party. If a party modifies the Agreement, and the other party does not agree to such modification, the party may terminate the Agreement upon written notice to the other party. In the event either party terminates the Agreement without cause pursuant to the terms herein, then, provided that payment for a Solution or its elements of the Integrated Solutions is timely received, each Enterprise User may continue to use a Solution or the Integrated Solutions through the earlier of either: (i) the expiration of the applicable Enterprise User Order Form in effect at the time of termination, or (ii) up to three (3) months from the date of termination, during which

time Enterprise User shall have the opportunity to enter into a contract directly with the other party.

13. MISCELLANEOUS

- 13.1. Entire Agreement.** This Agreement, together with its exhibits, addenda, order forms, attachments, and instructions communicated via the Portal (“Exhibits”), represents the entire agreement between the parties with respect to the subject matter addressed in this Agreement and such Exhibits, and is in lieu of and supersedes all prior agreements), representations, negotiations, or other understandings of the parties with respect to such subject matter, whether written or oral.
- 13.2. Independent Contractors.** In making and performing this Agreement, both parties have acted, and will act, at all times as independent contractors, and, except as expressly set forth in this Agreement or any Exhibits, nothing contained in this Agreement or any Exhibits will be construed or implied to create an agency, partnership or employer and employee relationship between the parties. Except as expressly set forth in this Agreement, at no time will either party make commitments or incur any charges or expenses for, or in the name of, or act as agent of the other party.
- 13.3. Notices.** All notices and other communications will be given in writing (including to a designated email address) and will be deemed to have been duly given and effective (i) upon receipt if delivered in person or by telecopy, (ii) upon delivery after deposit prepaid with a national overnight express delivery service, (iii) three (3) days after deposit in the United States certified mail, postage prepaid, return receipt requested, or (iv) three (3) days after posting in or through the Portal. Any such notice will be sent to the addresses set forth herein, or to such other addresses as a party may specify in writing in lieu of the above. Directly’s designated email address is currently legal@directly.com and Partner’s designated email address is listed in the signature block below and each may be changed upon prior notice to the other party.
- 13.4. Cumulative Remedies.** All remedies contemplated herein are cumulative, and each party reserves any rights which it may have in law or equity. Without limiting the foregoing, each party agrees that a breach of obligation under Sections 7 or 8 may cause irreparable harm for which monetary damages would be an insufficient remedy, and each party will have the right to seek injunctive relief to correct or prevent any breach of the aforementioned sections.
- 13.5. Amendments; Modifications.** This Agreement may not be amended or modified except as provided herein, or in a writing duly executed by authorized representatives of both parties.
- 13.6. Assignment.** Neither party will assign its rights or delegate its obligations under this Agreement without the other party’s prior written consent, and, absent such consent, any purported assignment or delegation by either party will be null, void and of no effect. Notwithstanding the foregoing, either party may assign its rights or delegate its obligations under this Agreement to a successor of all or substantially of such party’s assets or in connection with a merger or acquisition. This Agreement will be binding upon and inure to the benefit of Partner and Directly and their successors and permitted assigns.
- 13.7. Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of this Agreement will not thereby be affected, and this Agreement will be deemed amended to the extent necessary to delete such provision.
- 13.8. Waiver.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of the same or any other breach by that party, whether prior or subsequent. Any waiver under this Agreement must be in writing and signed by an authorized representative of the waiving party.
- 13.9. Governing Law; Venue.** This Agreement and the rights and obligations of the parties hereunder and thereunder, will be construed in accordance with, and will be governed by, the laws of the state of

California, without giving effect to its conflict of laws principles. Each party hereby expressly consents to the personal jurisdiction and venue in the state and federal courts located in San Francisco, California for any lawsuit arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

- 13.10. Force Majeure.** Except with respect to payment obligations, if a party is prevented or delayed in performance of its obligations under this Agreement as a result of circumstances beyond such party's reasonable control, including, without limitation, war, terrorist act, riot, fires, floods, epidemics or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay.
- 13.11. Press Releases.** In no event will either party issue a press release, or other public notice, publicly announcing this relationship without the prior written approval of the other party. However, during the Term, either party may include the other party's name and logo in its partner lists or issue a general press release referencing the other party.
- 13.12. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.
- 13.13. U.S. Government End-Users.** Each of the components that constitute a Solution or the Integrated Solutions is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such Agreements are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire only those rights expressly set forth herein.
- 13.14. Compliance with Laws.** The parties shall comply with all laws, rules, regulations, treaties (and similar governmental obligations), including local, national and multinational, that are applicable to the party as the context requires (collectively, "**Applicable Laws**"), including without limitation tax, import or export restrictions, data privacy and security, foreign exchange and consumer protection legislation. Each party will promptly notify the other of any change that such party actually knows or should reasonably be aware of in these laws, regulations or other legal requirements that may affect either party's performance under these Terms.
- 13.15. Anti-Bribery.** Neither party will offer or provide money or anything else of value to any agent or representative of any government or government agency in order to obtain or retain business, as prohibited under any and all anti-corruption law, rule or regulation (e.g., the Foreign Corrupt Practices Act of 1977). No payments between Partner and Enterprise User(s) will be made in cash or via third parties. All such payments will be made directly by check or wire transfer. Each party represents and warrants that none of its principals or staff are agents or representatives of governments (as defined or identified by local law, regulation or custom) or government agencies.
- 13.16. Authorizations.** By either signing below or clicking online the "Accept" button in the Portal, each party represents and warrants that (i) it has the authority to bind it to the Agreement; (ii) it agrees to be bound to the Agreement; and (iii) it acknowledges that it may only participate in the Partner Program upon receipt of explicit, advanced written approval (including an online communication via email or the Portal) from an authorized representative of the other party.
- 13.17. Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.



Agreement effective as of the Effective Date.

“Directly”: Directly, Inc.

“Partner”: _____

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Designated email address: _____



ILLUSTRATIVE SALES ALLIANCE ORDER FORM

Insert text here

Partner Company Name ↑

Insert text here

Partner Company Address

Insert text here

Primary Contact Person

Insert text here

Designated Contact Email Address

Insert text here

Email Address for billing

Insert text here

Enterprise User Company Name ↑

Insert text here

Enterprise User Company Address

Insert text here

Primary Contact Person

Insert text here

Primary Contact Email Address

Insert text here

Email Address for billing (if applicable)

This Order Form (“Order Form”) is subject to and governed by the terms and conditions of the Directly Sales Partner Alliance Agreement between Partner and Directly dated _____ (the “Partner Agreement”). In the event of a conflict between this Order Form and the Partner Agreement, the terms of this Order Form shall prevail. Partner and Directly each hereby agree to assume the following roles for the opportunity with the Enterprise User stated above:

Table with 4 columns: Partner Program, Parties' Roles or Responsibilities, Fees / Discount. Rows include Resale Program, Automation Program, Referral Program, and Professional and Deployment Services.

Term: This Order Form shall be valid for a period of one-year beginning ___ and running through ___.

Minimum Terms (applicable to Reseller only): Pursuant to Section 7.1 of the Partner Agreement, Selling Party grants Reselling Party a license to resell its services to the Enterprise User set forth above for the duration of the Term above and in accordance with the Minimum Terms attached hereto for reference.



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

_____ (“PARTNER”)
[Legal Entity]

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