



Frontline Services Terms and Conditions

SERVICE AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from and the covenants and conditions set forth hereafter, the parties hereto have agreed and do agree as follows.

1. This Contract shall become effective upon signing by all parties and shall continue unless this Contract is terminated by either. Unless otherwise advised, 'Customer' shall extend this contract upon the same terms and conditions unless terminated by either party.
2. All contractual obligations in accordance with this contract shall remain in effect during the winding down of all contractual relations between the parties. All rights and liabilities of the parties arising out of this contract shall cease upon the termination of this contract.
3. NICE will be responsible for maintaining the toll-free service. Upon termination of the contract with the Customer, whether by default or expiration, NICE will transfer the 800 number to the Customer's carrier of choice provided that the Customer is not in payment default with respect to invoiced amounts.
4. Customer and Frontline Services agree that both Customer and Frontline Services shall negotiate in good faith to determine any revisal rates, services and conditions. CPI adjustments will be limited to increases only. Frontline Services shall provide a written (60) day notification to Customer prior to CPI adjustment.
5. Frontline Service shall not be held liable for any designation or labeling of Customer's phone number(s) as spam, scam likely, or similar by telecommunication providers, mobile applications, or third-party services. Such designations are outside of the Company's control and are based on independent algorithms or user reports.
6. All failure or impairment of the facilities of NICE or any delay or interruption in telecommunication line servicing of/by/for NICE or failure at any time to furnish facilities, in whole or in part, due to acts of God, strikes or threats thereof, or force majeure, or due to causes beyond the control of Frontline Services will not subject Frontline Services to any liability whatsoever resulting in its inability to service Customer. Should services be, for any reason, impaired or interrupted it shall use its best efforts to restore services without delay.
7. Customer shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") Frontline Services and it's owners, officers, employees, agents and affiliates (collectively, "indemnified parties") from and against claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, reasonable costs and expenses (including but not limited to attorney's fees and costs) whether or not involving a third party claim, which arise out of or related to (1) any breach of any representation or warranty of Business contained in this Agreement or under applicable law, in each case whether or not caused by the negligence of Frontline Services or any other Indemnified Party or whether or not the relevant claim has merit.
8. Frontline Services shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") the Customer and it's owners, officers, employees, agents, and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, reasonable costs and expenses (including but not limited to attorney's fees and costs) which arise out of or related to (1) any breach of

any representation or warranty of Business contained in this Agreement, (2) any breach or violation of any covenant or other obligation or duty of Frontline Services under this Agreement or under applicable law.

9. Neither a dissolution nor bankruptcy of the Customer revokes Frontline Services' authority to accept, pay or collect items until we know of the dissolution or bankruptcy and have a reasonable opportunity to act on it.
10. Should any dispute arise between parties over the terms and conditions of this agreement or the services provided by Frontline Services and the parties hereto covenant and agree to use their best efforts to resolve said disputes through direct negotiation and/or third party mediation. Should the parties be unable to resolve their differences, they agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by the Court having jurisdiction thereof.
11. Each of the provisions of the Contract shall be enforceable independently of any other provision of the Contract and independent of any other claim or cause of action. In the event of any dispute arising under this contract, it is agreed between the parties that the laws of the State of Delaware will govern the interpretation, validity and effect of this contract without regard to the place of execution or the place of performance thereof. Venue for any dispute shall be in New Castle County, Delaware.
12. This contract is between Frontline Services and its Customer and neither party can delegate or assign any of its rights or duties to anyone else without the express written consent of the other party.
13. Should either party be required to retain counsel to enforce the terms of this agreement either in mediation, arbitration or litigation then, in that event, the prevailing party shall be entitled to recover all costs incurred together with reasonable attorney's fees.
14. Frontline Services or Customer do not condone or knowingly participate in any violation of Federal, State or Local laws. Any suspected violations of laws by Frontline Services or Customer need to be revealed in writing within ten (10) days and both Customer and Frontline Services will cooperate fully to work, as needed, to fully comply with the law.
15. The Customer agrees that the Customer will excuse and hold Frontline Services harmless for any failure to act or any delay by us beyond the time limits prescribed by law or permitted by the Contract, including if the failure to act or the delay is caused by the Customer's negligence, interruption of communications, war, emergency conditions, or other circumstances beyond our control, provided that we exercised such diligence and care as circumstances required. In particular, we and our agents are not responsible or liable for any loss, damage, or injury resulting from any interruption, deficiency or malfunction in or of NICE equipment, software, modem or telephone lines.
16. Customer warrants that their business has the necessary legal authority and is registered to do business in the State it is domiciled in.
17. Customer is aware of the business partnership with NICE and accepts this business relationship as essential to the success of the Contract related services.
18. Change of Control. In the event of a change in ownership or control of Client, this Agreement shall remain in full force and effect. Client shall provide written notice to Provider within thirty (30) days of such change. Provider reserves the right to approve or reject continuation of the Agreement with the successor entity, such approval not to be unreasonably withheld. If the parties are unable to agree to continuation, Provider may terminate the Agreement upon written notice. Any such termination shall not relieve Client or the successor entity of any payment obligations, including any applicable early termination fees, accrued fees, or other amounts owed under this Contract.
Any and all legal or formal notices involving this Contract shall be issued in writing to the following parties:

Frontline Services Mailing Address:

Customer Mailing Address: As referenced in the Contract

Frontline Services: Attn: Jill Blankenship, Frontline Services II, Inc., 900 Foulk Road Suite 201 Wilmington Delaware 19803

Frontline Services provides Customer with no warranties with regard to the successful completion of Contract and Business Requirements services due to involvement of NICE and Customer's Informational Technology capabilities. Frontline Services will make every effort to fulfill the Contract terms both in keeping with timelines mutually agreed upon as well as a level of services that is jointly represented and expected within these terms and conditions.

19. As a Customer of Frontline Services, we require that you inform us of any emergency issues, operational failures, incidents, problems, concerns or complaints that impact Frontline Services. The process for informing Frontline Services and Contact Information is:

Please email the following:

- Frontline Support: FrontlineSupport@Frontline.group
- CC: Frontline Team - Infosec@frontline.group

Response time should be within 15 minutes. If no response is received within 15 minutes, please immediately call our Customer emergency line if it is critical to operations and needs an immediate resolution. The number is 800-379-8060.

20. Intellectual Property Ownership

20.1 **Work Product Ownership:** All deliverables, developments, customizations, software code, documentation, data, reports, analyses, inventions, discoveries, works of authorship, and other materials, whether tangible or intangible, created, developed, or delivered by Frontline Services or its personnel in the course of performing services under the Contract (collectively, the "Work Product") shall be deemed "work made for hire" and shall be the sole and exclusive property of Customer upon creation.

To the extent any Work Product does not qualify as a work made for hire or Frontline Services otherwise retains any right, title, or interest in or to the Work Product, Frontline eServices hereby irrevocably assigns, transfers and conveys to Customer all right, title, and interest in and to such Work Product, including all intellectual property rights therein.

20.2 **License to Background IP:** Notwithstanding the foregoing, Frontline Services shall retain ownership of any pre-existing intellectual property or proprietary tools, processes, or material developed independently of this Agreement ("Background IP"). To the extent any Background IP is incorporated into the Work Product, Frontline Services hereby grants to Customer a perpetual, irrevocable, royalty-free, worldwide, non-exclusive license to use reproduce, modify and distribute such Background IP solely as necessary to use the Work Product.

TERM

1. All Implementation or setup one-time charges will be paid upfront prior to full engagement with the Frontline Services Implementation Operations team.
2. The Service Term and Monthly Minimum Recurring Charged shall commence on the earlier to occur of (i) the first day of the calendar month following the Go-Live Date, or (ii) the first day of the calendar month after the passage of forty-five (45) days from execution of this Contract (the "**Initial Term**"). The Service Term and Monthly Minimum Recurring Charge will automatically renew for successive terms of the same duration as the initial Service Term unless either Party gives written notice of intent to not renew any Service Contract, NICE Software, and/or Services at least thirty (30) days before expiration of the then current Service Term.

3. Early Termination.

In case of Early Termination of any Service Contract or any Services, Customer agrees to pay Early Termination charges including: (i) the Minimum Technology MRC, multiplied by the number of months remaining in the then-current term; (ii) any early termination fees and costs incurred by Frontline from its underlying carrier or vendor(s), for cancellation of underlying services, related to both MRC and NRC; (iii) any Services actually received through the date of the Early Termination; (iv) any outstanding NRC; and (v) any credits, discounts, or waived installation or expedition costs that had been applied to Customer's account.

4. Termination for Cause.

Either Party may terminate this Agreement for Cause by delivering written notice to the other Party reasonably describing such Cause, with such termination being effective thirty (30) days following delivery of the written notice unless such Cause is cured by the other Party within the thirty (30) day period.

5. Notice of Termination.

Notice of termination as set-forth and must be sent by Customer to operations@frontline.group Notice of termination via alternate methods shall not constitute notice.

PROFESSIONAL SERVICES

1. The project is to be completed within 12 months of the project kick-off meeting, including all customer testing, and Go-Live sign off. Depending on progress and discussions during business requirements gathering. Delays may include, but are not limited to, deeper discovery revealing increased complexities, excessive rework requests, lack of team/customer engagement, incorrect project team members engaged in the project, or other change mid-project. Also note, within the context of the overall project completion timeframe provided above, the start and/or completion dates for the individual line items or specific services to be performed under the Contract will NOT be guaranteed.

Parties agree that a reduction in services provided or removal of line items WILL NOT affect or lower the project completion timeframe. However, any out of scope work, free work, or free services WILL increase the number of weeks for completion between 2 - 16 weeks, depending on the amount of effort involved to provide the free work or out of scope work.

2. Frontline Services assigns project members on a scheduled basis which requires an end date to our projects. This project will terminate 12 months from Kickoff, and any balance due will be due immediately. All line items are USE OR LOSE prior to the Termination Date, subject to Frontline Services completing the services listed in this contract.
3. Frontline Services may suspend or terminate all or portions of this agreement when the project timeline has exceeded or will foreseeably exceed the termination date where the majority of the delay is due to Customer caused delays, failures or defaults as described in this contract, including but not limited to those described in Section 14. Frontline Services may also elect to suspend or terminate all or portions of this Contract when the project timeline has exceeded or will foreseeably exceed the Termination date or if Frontline Services is otherwise simply unable to complete the service due to complexities and circumstances which were reasonably unforeseeable at the time the contract was entered. Such terminations are not entitled to refund, and parties agree that any refund that Frontline Services chooses to offer shall be limited to a maximum of 50% of the agreed price for those terminated services.
4. Customer must provide one or multiple official designated points of contact on the kick-off call to the Frontline Services project team. This ensures Frontline Services implements based on correct, non-conflicting information. Requirements provided by a non-designated point of contact will be considered out of scope. The Customer agrees they are responsible for fully disclosing and coordinating any necessary vendor requirements and security requirements (Prior Requirements) to Frontline Services prior to Contract signature or they shall be considered out of scope. Security requirements include those pertaining to Frontline Services receiving the Customer's data or other property in the course of work, such as requirements related to HIPPA or the disclosure of sensitive financial information. Frontline Services is entitled to terminate any portion of the Contract affected by this failure to disclose, and any refund that Frontline Services chooses to offer shall be limited to a maximum of 50% of

the price for those services. Any requirements not listed on the Statement of Work will be considered out of scope. Requirements are defined as any request for new features, products, reports, integration, data adjustments, and any other in scope or out of scope work discussed. Customer agrees to grant Frontline Services the right to use testimonials, logos, and the Customer's positive commentary on marketing literature, websites, and other electronic communications.

- a. It is Frontline Services' policy that all employees and customers enjoy a positive and respectful environment in which to conduct business. All interactions, whether onsite or virtual, shall remain free of behavior, actions or language causing or contributing to workplace harassment or bullying. The Customer shall make no written or verbal request, comment, or allusion concerning the photograph, likeness, or anything pertaining to appearance or physical attributes of Frontline Services' personnel and shall make no request for or reference to contact outside the outlined parameters. For example, meetings will be conducted through audio only and without visual. The first violation of this paragraph shall be subject to a warning, but parties agree that any subsequent violation after an initial warning has been issued subjects this entire agreement to termination without refund and the full release of Frontline Services from further obligation.
5. The Contract is a fixed bid and strictly limited. No services will be performed that are not specifically written. The Contract may not include all desired tasks, features functionality, or processes, and all due diligence to this effect is the liability of the Customer. Frontline Services provides limited free discovery processes to list project tasks, but these should not be deemed or assumed comprehensive. Paid consultations are available by Frontline Services to analyze Customer's business requirements and create a document that may include all requirements. If the Customer has provided verbal, written, video, or otherwise documented requirements, Frontline Services does not imply, guarantee, confirm, or state in any manner that Customer provided requirements are covered by the project tasks listed in the Business Requirements Document. Any verbal or written commitment for work to be provided that is made by our project staff is non-binding. Only work specifically listed as a project task is included. If a project consultant, project manager, or developer commits to a service that is not included in our contract, that service will not be performed. If any project task or service is completely refunded, Customer agrees Frontline Services will not be expected or held responsible for completing that project task or service. Any additional work will require a new Contract (change order). A complete list of services offered by Frontline Services can be seen here: <https://frontline.group/implementation-services/>. Customer agrees that any undisclosed Prior Requirements, as defined in Section 16, are out-of-scope of the Contract, and entitle Frontline Services to terminate those affected portions of the Contract. Frontline Services is not a data retention service, for security reasons, once the data is used it is permanently deleted. We do not store or keep Customer data; it is the Customers responsibility to keep their own files. Frontline Services will not provide work product materials such as internal plans notes or documents. Documentation is available at an additional cost.
 6. In the event of a dispute between Frontline Services and the Customer to determine what requests are considered in-scope vs out-of-scope, Customer agrees that Frontline Services will have sole discretion in determining what constitutes an in-scope request. In-scope means that a Customer's request is achievable within any of the Contract's line items. Out-of-scope means that a Customer's request is not achievable within any of the Contract's line items.
 7. Timely progress of Frontline Services' projects is critical to project success. Customer must provide requested information to Frontline Services within 15 calendar days of the initial request, or Frontline Services reserves the right to refund that service and either continue the project, or in the case of final training, close the project. For example, if Frontline Services makes a first request for Customer's availability for training, the Customer must confirm and attend training within 15 calendar days. If that training date is not kept, Frontline Services will close the project.

INVOICE AND PAYMENT TERMS

1. The monthly charges operate as a configured or named user model, unless specified differently in the product description. Your monthly user license charge will be based upon the peak number of users during the month, or based upon Monthly Recurring amount indicated in this agreement.
2. Actual monthly charges will vary based on usage. All services are provided under the terms of the NICE Standard Terms of Use accessible at <http://www.nice.com/terms> which are incorporated herein by reference. In the event of any conflict between the Contract and the NICE Standard Terms of Use, the Contract shall govern. A copy of the NICE Terms & Conditions are available on request. Once you are a Customer, ongoing access will be provided as

online terms can change at any time. It is mutually understood that the company NICE, Inc. plays a vital role in the success of the Contract services that are provided and Customer both acknowledges and concurs to this business relationship as related to this Contract. Frontline Services does not warrant or assume any responsibility or liability for any of the actions and services provided by NICE relating to this Contract.

3. Telecom setup and usage charges associated with toll free and local numbers may begin prior to the Customer using the platform, or "Go-Live" date. Frontline Services will be required to "round" telecom up to the nearest six (6) seconds of use. This coincides with the rounding done by NICE in their telecom statement with the rounding done by NICE in their telecom statement.
4. Customer's responsibility is to pay telecom fees, as established in the Schedule of Rates listed in the Contract.
5. All refund requests must be sent in writing to the billing department at FSBilling@frontline.group and be initiated by the original individual or representative who signs this agreement. The Customer must accept and execute an offer of refund agreement within 7 days of the receipt, after which the offer will expire. Refunds shall be subject to certain limits as described elsewhere in this document. Note that Customer's violation of section 16a shall result in termination without refund. If any project task or service is refunded, Customer agrees Frontline Services will not be expected or held responsible for completing or performing any further work on that project task or service. Parties agree that any refund offered, including those that may exceed the defined limits, will be offered in good faith by Frontline Services as a settlement and is not a waiver of the terms of this agreement nor an indication of wrongdoing or breach of contract.
Any refund described in this section and/or anywhere else in the Contract, unless otherwise defined, shall be limited to a maximum of fifty percent (50%) of the contracted price for those services at issue. However, the total overall refunded amount per Contract may never exceed thirty percent (30%) of the Contract's total value. Frontline Services encourages customers to only purchase the minimum number of services needed to meet the customer's requirements. Both parties acknowledge that Frontline Services makes hiring decisions based on customer's agreements for specific services, and this is greatly disrupted when customers decide to later cancel specific items in their Contracts. No refunds (even partial) will be given for canceled line items or unused items after the Termination Date. Additionally, if the Customer does not request all available features or configurations included in a service line item and/or indicates that the service was satisfactorily completed prior to the Termination Date, there will be no partial refund.
6. Credits and refunds on invoice discrepancies:
 - a. To be considered for credits and/or refunds on invoice discrepancies, Frontline Services must be notified via direct email response to invoices or email FSBilling@frontline.group within 20 days of that invoice's delivery date.
 - b. The customer will be responsible for the original invoice amount if discrepancies are addressed outside of this time frame.
 - c. This requirement is due to contractual obligations between Frontline Services and NICE CXone.
 - d. Frontline Services will provide an annual invoice review at the request of the customer to ensure the customer understands invoice line items and how to determine accuracy.
 - e. Forfeiture of Credit Balances Upon Early Termination: In the event that this Agreement or any associated Statement of Work is terminated by the Customer prior to the completion of the agreed-upon term, any unused, open, or remaining credit balances held by the Customer shall be deemed forfeited and non-refundable. Such forfeited credits shall not be subject to transfer, rollover, or future application unless otherwise agreed to in writing by both parties.
7. All charges shall be fully accounted for in accordance with the Contract. The Customer will be entitled to examine Frontline Services records regarding the Customer's account upon request. Billing will be in monthly increments.

Customer warrants that if payment is not issued to Frontline Services within the terms and conditions of the Contract, the Customer shall be subject to a finance fee of two percent (2%) interest per month on the unpaid balance. Accrued finance fees shall be conveyed to Customer and added by Frontline Services to monthly invoices and/or periodic Customer Statements.

Customer and Frontline Services agree to work together to issue an exchange of funds as mutually agreed upon.

In the event that a monthly invoice is not paid by the due date, the interest will be applied to the following month's billing. If the previous month's invoice is not paid in full by the second month's due date, services will be suspended the following day. If payment for both first and second months is not paid in full by the end of the second month, services will be terminated the last day of the second month of nonpayment.

Implementation Billing	One-Time Setup Fee
Payment Due	Within One week of receiving invoice Kick-Off will not place until payment is received
Monthly Billing	Billed on previous month's services. End of billing cycle is 11:59 pm mountain on the last day of the month
Payment Due	Net 20 from invoice date
Payment Method	Valid credit card on file or wire transfer *Fees for credit card and wire transfers are the responsibility of the Customer.

MUTUAL MARKETING. AND PUBLICITY

1. Publicity Rights

Both Parties may publicly reference the relationship, including use in marketing materials, case studies, announcements, and presentations, subject to the other Party's prior written consent. Such consent shall not be unreasonably withheld, conditioned, or delayed, and must be provided within five (5) business days. Failure to respond constitutes consent.

2. Grounds for Withholding Consent

Consent may be withheld only if the proposed content contains confidential information, is factually inaccurate, poses a reasonable risk of reputational harm, violates law or contractual obligations, or misrepresents the relationship. Approved use of trademarks or logos must follow the trademark owner's brand guidelines.