FRONTLINE CALL CENTER TERMS AND CONDITIONS

SERVICE AGREEMENT AND CONFIDENTIALITY

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. Client and Frontline Call Center agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information as well as non-public, proprietary information relating to the business of either party including, without limitation, a party's technical information, business strategy, Client information, procedures, proposed products and other non-public information that would reasonably be understood to be confidential given its nature or the circumstances surrounding its disclosure. In addition, Client's Confidential Information shall specifically also include, without limitation, information relating to its employees, compensation practices, clients, pricing, suppliers, proposed products or services, and marketing and sales strategies. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. Client and Frontline agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. Client and Frontline agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, Client and Frontline acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect.

2. Frontline Call Center is designed to provide top quality "onshore" customer service representation, and to provide our client companies with highly effective and quality customer relationship management services designed to answer the corporate needs for organizational efficiency, productivity, growth, and profitability 24/7.

3. We aim to provide our clients with real solutions to help them adapt to the rapidly changing environment of the technology industry.

4. The contract shall become effective upon signature by all parties and shall continue unless the contract is terminated by either.

5. Client and Frontline Call Center agree that (30) days prior to changes Frontline Call Center shall negotiate in good faith to determine any revisal rates, services and conditions should the contract change from temporary support to ongoing services. Beginning on the first anniversary of the Effective Date and annually thereafter, Frontline may adjust its fees to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average,

published by the U.S. Bureau of Labor Statistics, calculated based on the percentage change in CPI over the preceding twelve (12) months.

6. All contractual obligations in accordance with the 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.

7. Both parties agree to maintain strict confidentiality regarding all proprietary and customer information. Frontline Call Center shall implement data encryption, secure transmission protocols, and access controls. Unauthorized disclosure or use of confidential information is strictly prohibited. All records of Client information shall therefore remain confidential and be released only upon authorization by the Client in writing. All materials created during the term of the Contract pertaining to Client are property of the Client.

8. All failure or impairment of the facilities of Frontline Call Center or any delay or interruption in telecommunication line servicing of/by/for Frontline Call Center, 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 will not subject Frontline Call Center to any liability whatsoever resulting in its inability to service Client. Should Frontline Call Center's services be, for any reason, impaired or interrupted it shall use its best efforts to restore services without delay.

9. Should either party be required to retain counsel to enforce these terms 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.

   Client retains the right to terminate the Contract, with or without cause, by giving Frontline Call Center Sixty (60) days' written notice. Frontline Call Center also retains the right to terminate the Contract with or without cause by giving the client Sixty (60) days written notice. Client will be responsible for paying the monthly account minimum for the remaining months in the then-current term. Notice should be given to Finance@frontline.group.

10. The Contract, for all purposes, shall be construed in accordance with the laws of Delaware without regard to conflicts-of-law principles. Any action or proceeding by either party to enforce the Contract shall be brought only in any state or federal court located in the state of Delaware, county of New Castle County. The parties hereby irrevocably submit to the non-exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

    All parties do not condone or knowingly participate in any violation of Federal, State or Local laws. Any suspected violations of laws by Frontline Call Center or Client need to be revealed in writing within ten (10) days and both Client and Frontline Call Center will cooperate fully to work, as needed, to fully comply with the law

    Client warrants that their business has the necessary legal authority and is registered to do business in the State it is domiciled in.
    Frontline Call Center warrants that their business has the necessary legal authority and is registered to do business in the State it is domiciled in.

11. Frontline Call Center shall comply with all applicable laws and regulations, including but not limited to labor laws, data protection laws (GDPR, CCPA), and industry standards. Accurate timekeeping and proper classification of employees shall be maintained at all times.

12. 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.

13. Any and all legal or formal notices involving this Contract shall be issued in writing to the following parties:

    Frontline Call Center Mailing Address:
    Attn: Frontline Group, 900 Foulk Road, Suite 201, Wilmington, Delaware, 19803

14. As a client 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:
    - CC: Frontline Team - Infosec@frontline.group
    - Client Relations – FrontlineClientRelations@frontline.group

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

PAYMENT TERMS

1. All charges shall be fully accounted for in accordance with the Contract. The Client will be entitled to examine FRONTLINE CALL CENTER's records regarding the Client's account and at all reasonable times. Billing will be in arrears in monthly increments. **Payment from the Client shall be processed and sent by the 15th of each month. End of billing cycle is 11:59 pm mountain on the last day of the month.**

   The Client's responsibility is to pay fees, as established in the Schedule of Rates in the Contract. Payment may be mad using a valid credit card on file or wire transfer. Any fees incurred by Company for credit card and wire transfers are the responsibility of the Client (a three and a half percentage (3.5%) credit card fee will apply.

   Client warrants that if payment is not issued to Frontline Call Center within the terms and conditions of the contract the Client 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 Client and added by Frontline Call Center to monthly invoices and/or periodic Client Statements.

2. Client and Frontline Call Center agree to not "set-off" or "offset" any payments to either party. Client and Frontline Call Center agree to work together to issue an exchange of funds as mutually agreed upon when necessary. **Client has Sixty (60) days to dispute any charges**. If disputes result in a credit being issued, this will be applied to the next billing period.

3. 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 on the last day of the second month of nonpayment.

4. Neither a dissolution nor bankruptcy of the Client revokes Frontline Call Center's authority to accept, pay or collect items until we know of the dissolution or bankruptcy and have a reasonable opportunity to act on it.

   If the Client breaches or attempts to breach any terms of the Contract or fails to make any payments when due under this Contract, the Client shall pay to Company as part of a judgment all of the Company's costs and expenses, including reasonable legal fees, incurred by the Company in enforcing the terms of this Contract or collecting any payment due under this.

   Each of the provisions of this contract shall be enforceable independently of any other provision of this 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 the Contract without regard to the place of execution or the place of performance thereof.

   The Contract is between Frontline Call Center, LLC, and its Client 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. However, either party will have the right to assign the Contract and its rights and obligations under it, in whole or in part, to any present or future Affiliate or to any entity which acquires from it the operating assets to fulfill its obligations under the Contract.

SCOPE OF SERVICES

1. Frontline Call Center Agents will provide phone support for Client, during client-specified hours.

   - **Afterhours call handling**
   - **Surge and Overflow support**
   - **Additional duties outlined by and asked for by clients per their need and ability to train.**

2. The information Agents will utilize will be based on the internal documentation provided by Client company sources. As new and emerging scenarios are presented, they may also be incorporated into support information within our secure community. xThis allows our scope of support to grow and change as the company needs to do.

3. Custom reporting and skill tracking based on needs determined during account setup will be provided at set intervals. Reports will detail the entire life cycle of each call. Access to our Frontline Connect instance to create customized reports will be provided at no charge as part of their solution.

COMPLIANCE AND LEGAL OBLIGATIONS

1. Each Party shall perform its obligations under this Agreement in compliance with all applicable federal, state, local, and international laws, rules, regulations, and ordinances ("Applicable Laws") that govern the performance of the Services, including but not limited to labor and employment laws, anti-bribery and anti-corruption laws, and any industry-specific regulatory requirements. Each Party shall promptly notify the other Party of any regulatory action, investigation, or change in Applicable Laws that may materially impact the performance of the Services.

2. **Data Protection.** To the extent that Service Provider processes, accesses, stores, or transmits Personal Data (as defined by Applicable Laws) on behalf of Client, Service Provider shall: (a) process such data solely for the purposes of performing its obligations under this Agreement and in accordance with Client's documented instructions; (b) implement and maintain appropriate technical and organizational security measures to protect Personal Data against unauthorized access, loss, destruction, or alteration; (c) notify Client without undue delay, and in no event later than seventy-two (72) hours, upon becoming aware of any actual or suspected breach of security involving Personal Data; (d) upon termination or expiration of this Agreement, return or securely destroy all Personal Data in its possession, as directed by Client, and certify such destruction in writing; and (e) enter into any supplemental data processing agreement reasonably required by Client to ensure compliance with Applicable Data Protection Laws.

3. **Information Security**. Service Provider shall establish, implement, and maintain an information security program that includes reasonable administrative, technical, and physical safeguards designed to: (a) ensure the security and confidentiality of Client's Confidential Information; (b) protect against anticipated threats or hazards to the integrity of such information; and (c) prevent unauthorized access to or use of such information. Service Provider's security program shall, at a minimum, conform to generally accepted industry standards and, where applicable, recognized frameworks such as ISO/IEC 27001 or SOC 2 Type II. Service Provider shall, upon Client's reasonable request and no more than once annually, provide written evidence of its compliance with this Section, including relevant audit reports, certifications, or security assessments.

SERVICE LEVEL

1. **Service Level (SVL) Standards:**
   Frontline Call Center operates with a standard Service Level objective of answering **80% of inbound calls within 120 seconds (80/120)**. This standard is based on typical call-volume patterns and assumes consistent, predictable call flow.

2. **Service Level Clause – SVL Expectations for Low-Volume Accounts**

   Low-Volume Accounts:
   For accounts with **lower or highly variable inbound call volume**, Frontline Call Center **cannot guarantee**

achievement of the 80/120 Service Level. Lower call volume may result in disproportionate impacts from single calls, extended handle times, or call spikes that fall outside normal forecasting models. As a result, SVL performance for these accounts may fluctuate and may not accurately reflect Frontline Call Centers operational performance or staffing effectiveness.

3. **Good-Faith Efforts:**
   Notwithstanding the above, Frontline Call Center will make **reasonable efforts** to staff and manage resources in alignment with the Client's operational needs and to maintain the highest possible responsiveness within the constraints of low-volume call behavior.

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.