

PROFESSIONAL SERVICES

1. The project is to be completed within twelve (12) months of the project kick-off meeting, including all customer testing and Go-Live acceptance. The project schedule is based on the assumptions and information available at the commencement of the project and may be adjusted based on progress, business requirements gathering, or other project-related discussions. Project delays may result from, including but not limited to, additional discovery revealing increased complexities, excessive rework requests, Customer's failure to timely provide required information or approvals, lack of engagement by Customer or project team members, participation by inappropriate or unauthorized project personnel, changes to project requirements, or other Customer- or third party-caused delays. In addition, while the Parties may estimate start and completion dates for individual line items or specific services to be performed under the Contract, such dates are estimates only and 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, or additional work requested outside the project scope WILL increase the number of weeks for completion between 2 - 16 weeks, depending on the amount of effort involved to complete the additional or out of scope work.

2. Frontline Services assigns project members on a scheduled basis, which require a defined project end date. Accordingly, unless otherwise agreed in writing by the Parties, the project will terminate twelve (12) months following the project kick-off date (the "Termination Date"). Any unpaid amounts outstanding as of the Termination Date shall become immediately due and payable. Except to the extent Frontline Services has failed to perform the Services required under this Contract, all Services and line items not used by Customer on or before the Termination Date are deemed forfeited, ("use it or lose it") and will expire without refund, credit, or further obligation on the part of Frontline Services.
3. Frontline Services may suspend or terminate all or any portion of this Contract if the project timeline has exceeded, or Frontline Services determines that it is likely to exceed, the Termination Date and the delay is primarily due to Customer acts, omissions, failures, or defaults as described in this Contract. Frontline Services may also suspend or terminate all or any portion of this Contract if the project timeline has exceeded, or is reasonably expected to exceed, the Termination date due to material complexities, dependencies, or circumstances which were not reasonably foreseeable at the time the Parties entered into this Contract and that materially impair Frontline Services ability to complete the applicable Services. If Frontline Services suspends or terminates Services under this Section, Customer shall not be entitled to a refund except as expressly determined by Frontline Services in its sole discretion. Any refund voluntarily provided by Frontline Services shall not exceed fifty (50) percent of the fees allocated to the suspended or 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. 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 HIPAA or the disclosure of sensitive financial information. If Frontline Services suspends or terminates Services under this Section, Customer shall not be entitled to a refund except as expressly determined by Frontline Services in its sole discretion. Any refund voluntarily provided by Frontline Services shall not exceed fifty (50) percent of the fees allocated to the suspended or terminated 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. 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-fee, limited scope agreement. Frontline Services will perform only those Services expressly identified in the Contract. The Contract may not include all tasks, features, functionality, or processes, and Customer is solely responsible for performing all due diligence to ensure the Contract accurately reflects the Services it expects from Frontline Services. Frontline Services provides limited complimentary discovery processes solely to assist in identifying and documenting project tasks. Such discovery is not comprehensive. Upon request, Frontline Services offers paid consulting services to analyze Customer's business requirements and prepare more comprehensive project documentation. Customer acknowledges that providing Frontline Services with verbal, written, video, or other documented requirements does not, by itself, mean those requirements are included within the scope of the Contract or the Business Requirements Document. Only project tasks and services expressly identified in the Contract or Business Requirements Document are included. No verbal or written statement, representation, or commitment made by any project consultant, project manager, developer, or other personnel will modify the scope of the Contract or obligate Frontline Services to perform services not expressly included therein. Any additional or modified services must be documented as a written change order or other written amendment executed by the Parties. If any project task or service is refunded in full, Customer agrees that Frontline Services shall have no further obligation to perform such refunded task or service. A complete list of services offered by Frontline Services can be seen here: <https://frontline.group/implementation-services/>. Customer further agrees that any undisclosed Prior Requirements, are out-of-scope of the Contract and may entitle Frontline Services to suspend or terminate the affected portions of the Contract. Frontline Services is not a data retention service. For security reasons, Customer data provided to Frontline Services may be permanently deleted after its use. Customer is solely responsible for maintaining its own copies and backups of all data, files, and materials provided to Frontline Services. Frontline Services will not provide work product materials such as internal plans notes or documents. Additional documentation may be provided as a separately purchased service.
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 is critical to the successful completion of Frontline Services' projects. Customer must provide all requested information, materials, approvals, and other items to

Frontline Services within fifteen (15) calendar days of Frontline Services' initial request. If Customer fails to do so, Frontline Services reserves the right, in its sole discretion, to refund the applicable service, continue the project without that service where feasible, or, if the requested item relates to final training or another project completion activity, close the project. For example, if Frontline Services requests for Customer's availability for training, Customer must confirm and attend the training within fifteen (15) calendar days of Frontline Services' initial request. If Customer fails to timely schedule or attend the training, Frontline Services may close the project.