

SPEARFISH

1. **Third Party Product.** Customer understands, acknowledges, and agrees that the Spearfish products are third-party products provided by Spearfish Group, Inc. ("Spearfish"). Notwithstanding the foregoing, in no event shall Frontline Services be liable for the acts or omissions of Spearfish or its representatives directly or indirectly related to the provision, performance, implementation, or updates of the Spearfish products.
2. **Support.** Spearfish will provide reasonable technical support for the Services during Spearfish's normal business hours. Support may be provided via email, documentation, or other channels determined by Spearfish. Spearfish may update its support offerings from time to time.
3. **Use.** By using the Spearfish products, Customer agrees to the Spearfish Terms and Conditions found online at <https://www.spearfish.ai/legal>, which are incorporated herein by reference. Customer's use of the Spearfish products is subject to, and governed by, such terms, and Customer acknowledges that it has read, understands, and agrees to be bound by the Spearfish terms. Notwithstanding the foregoing, in the event of any conflict or inconsistency between the Spearfish terms and the Frontline Services Terms and Conditions, the Frontline Services Terms and Conditions shall govern and control to the extent of such conflict or inconsistency.
4. **Maintenance & Updates.** Spearfish may update, modify, or enhance the Services from time to time, provided that such changes do not materially diminish the core functionality of the Services as described in the Order Form. Spearfish will use commercially reasonable efforts to notify Customer of material changes in advance.
5. **Service Level Agreement.** Spearfish commits to deliver 99.5% of uptime per month for the Spearfish products. If downtime for the Spearfish products exceeds the 99.5% uptime per month, Customer can request a credit which will be calculated and applied in accordance with Exhibit A of the Spearfish Terms and Conditions. Upon request, Frontline Services will issue a credit to Customer for service failures caused by the Spearfish products.