



Frontline Services Terms and Conditions

SERVICE AGREEMENT

These Frontline Services Standard Terms of Use ("Terms"), together with any Product-Specific Terms and any Service Agreements (collectively, the "Contract"), specify the terms and conditions upon which Frontline Services II, Inc. and its Related Companies (collectively "Frontline Services," we," and "us") provide Services to you the customer and your Authorized Customer Entities (collectively "Customer," "you," and "your") and govern your use of the same. Frontline Services and Customer may be referred to herein as Party or Parties.

The Contract shall become effective upon signing by all Parties and shall continue unless this Contract is terminated by either Party as outlined herein.

1. All contractual obligations in accordance with this Contract shall remain in effect during the Term and 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.
2. On each anniversary of the Service Term, Frontline Services may adjust its fees to reflect changes in the Consumer Price Index (CPI) 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, not to exceed five percent (5%). CPI adjustments will apply to increases only. Frontline Services shall provide sixty (60) days' prior written notice to Customer before any CPI adjustment takes effect. Customer and Frontline Services agree to negotiate in good faith regarding any other revisions to rates, services, or conditions outside of the CPI adjustment described herein.
3. Frontline Services 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 Frontline Services' control and are based on independent algorithms or user reports.
4. Frontline Services will not be liable, and will be excused from any failure to act, delay, or impairment in providing the Services—including any failure to meet time limits prescribed by law or this Contract—where such failure, delay, or impairment results from: (i) failure or impairment of facilities used to provide the Services, including those of third-party providers, Related Companies, Authorized Customer Entities, or telecommunications networks; (ii) acts of God, strikes or threats thereof, war, emergency conditions, interruption of communications, Customer's negligence, force majeure events, or any other cause beyond the reasonable control of Frontline Services; or (iii) any interruption, deficiency, or malfunction of equipment, software, modems, or telephone lines of Related Companies, provided that Frontline Services exercised reasonable diligence and care. Should Services be impaired or interrupted for any reason, Frontline Services shall use commercially reasonable efforts to restore Services without undue delay.
5. Each Party (the "Indemnifying Party") shall indemnify, hold harmless and defend the other Party and its owners, officers, employees, agents and Related Companies (collectively, "Indemnified Parties") from and against any third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, reasonable costs and expenses (including but not limited to attorney's fees and costs) arising out of or

relating to the Indemnifying Party's breach of this Contract, negligence, willful misconduct, or violation of applicable law.

6. Should any dispute arise between the Parties over the terms and conditions of this Contract or the Services provided by Frontline Services, the Parties agree to use their best efforts to resolve said disputes through direct negotiation and/or mediation. Should the Parties be unable to resolve their differences, they agree that any controversy or claim arising out of or relating to the 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.
7. 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 the 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. Venue for any dispute shall be in New Castle County, Delaware.
8. This Contract is between Frontline Services and Customer. Neither Party may assign, transfer, or delegate any of its rights or obligations under this Contract without the prior written consent of the other Party.
9. If either Party retains legal counsel to enforce the terms of this Contract either in mediation, arbitration, or litigation then the prevailing Party shall be entitled to recover all reasonable costs and attorneys' fees incurred in connection with such proceeding. .
10. 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.
11. Customer warrants that their business has the necessary legal authority and is registered to do business in the State it is domiciled in.
12. In the event of the dissolution, insolvency, or the commencement of any bankruptcy, receivership, assignment for the benefit of creditors, or similar proceeding by or against Customer, this Contract shall remain in full force and effect to the extent permitted by applicable law. Frontline Services shall continue to perform its obligations and exercise its rights under this Contract until it receives written notice of such event and has been afforded a reasonable opportunity to act upon such notice, subject in all cases to applicable provisions of federal bankruptcy law, including the automatic stay provisions of 11 U.S.C. § 362.

Nothing in this section shall be construed to waive, override, or conflict with any rights or protections afforded to Customer or its bankruptcy estate under Title 11 of the United States Code. To the extent any provision of this Contract is determined to be unenforceable as a result of a bankruptcy proceeding, the remaining provisions shall continue in full force and effect.

Frontline Services reserves the right to seek relief from the automatic stay, pursuant to 11 U.S.C. § 362(d), if Customer's failure to perform payment or other material obligations under this Contract causes ongoing harm to Frontline Services during the pendency of any bankruptcy proceeding.

13. Professional services (setup, application design & build, consulting, etc.) hours and packages above and beyond what is specified in the Contract will be charged the applicable per-hour or package rate. Professional services hours and packages listed on the Contract are estimates only. The final scope of professional services required to complete a project will be determined based on a Business Requirements Document ("BRD"). Paid consultations are available through Frontline Services to analyze Customer's business requirements and

produce a BRD; any verbal or written commitment for work made by project staff outside of a written Contract is non-binding, and only work specifically listed as a project task is included. Projects will terminate 12 months from the project kick-off meeting, including all customer testing and Go-Live sign off, and any balance due will be immediately payable at termination. All line items are use-or-lose prior to the Termination Date. In the event of termination due to Customer-caused delays or failures, or circumstances reasonably unforeseeable at the time of contracting, any refund Frontline Services elects to offer shall be limited to a maximum of 50% of the agreed price for terminated services. Pricing is subject to change with notice provided prior to delivery of professional services. Professional Services On-Demand (“PSOD”) and business consulting solutions. PSOD and business consulting solutions are separate services and are not included in the Service Contract. Pricing is subject to change without notice which is clearly stated prior to the delivery of the professional services. Travel and accommodations are extra.

14. 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 no warranties with regard to the successful completion of Contract and Business Requirements services due to dependencies on third-party providers and Customer's information technology capabilities, and will make commercially reasonable efforts to fulfill Contract terms, including adherence to mutually agreed timelines and delivery of Services consistent with the expectations set forth herein. Except as expressly stated in the Contract, Frontline Services does not provide any warranty for the Services, and specifically disclaims any warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, or that the Services will be free from unauthorized access or hacking attempts, uninterrupted or error-free.

15. Customer shall inform Frontline Services of any emergency issues, operational failures, incidents, problems, concerns or complaints that impact Frontline Services. The process for informing Frontline Services:

- 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.

16. Intellectual Property Ownership

Work Product Ownership. All deliverables, 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, excluding any Background IP or Third-Party Product IP (each as defined below) (collectively, the "Work Product"), shall be the sole and exclusive property of Customer. 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 Services 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.

Background IP. Notwithstanding the foregoing, Frontline Services shall retain ownership of any pre-existing intellectual property or proprietary tools, processes, or materials developed independently of this Contract ("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.

Third-Party Product IP. Frontline Services acknowledges that certain third-party products, platforms, or services utilized in connection with the services ("Third-Party Products") are owned by their respective third-party vendors and are subject to separate license agreements between Customer and such vendors ("Third-Party Product IP"). Nothing in this Contract shall be construed to assign or transfer any Third-Party Product IP to Customer or any other party beyond the rights granted under the applicable third-party agreement. Customer's rights to access and use any Third-Party Product IP are governed solely by the applicable agreement between Customer and the relevant third-party vendor.

17. Headings used in the Contract are provided for convenience only and will not be used to construe meaning or intent.
18. Certain Services provided by Frontline Services may be subject to additional product-specific terms ("Product-Specific Terms"), which can be found at <https://frontline.group/frontlineservices-master-terms>, and as may be incorporated through corresponding product descriptions. In the event of a conflict between any Product-Specific Terms, these Terms, and the Contract, with respect to a specific Contract, the order of precedence shall be the Contract, the Product-Specific Terms, and these Terms.
19. We may modify these Terms and the Product-Specific Terms by posting the modified version to <https://frontlinegroup/frontlineservices-master-terms>. Material changes to pricing or core service obligations applicable to an existing signed Contract shall require thirty (30) days' prior written notice and, if Customer objects in writing within such period, shall be subject to good-faith negotiation. Changes to Product-Specific Terms for new or renewed Services shall be effective upon posting.

SERVICE TERM

1. All Implementation or setup one-time charges will be paid up front prior to full engagement with the Frontline Services Implementation Operations team.
2. The Service Term and Monthly Minimum Recurring Charge shall commence on the earlier 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, 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 Services 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 Contract 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 must be sent in writing by Customer to operations@frontline.group. Notice of termination via alternate methods shall not constitute notice.

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.

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 Contract.
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.
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 Contract. The Customer must accept and execute an offer of refund agreement within seven (7) days of the receipt, after which the offer will expire. Refunds shall be subject to certain limits as described elsewhere in this document. 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 Contract 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 twenty (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. 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.
- d. Forfeiture of Credit Balances Upon Early Termination: In the event that this Contract 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 finance fee 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.

*A three and a half percentage (3.5%) credit card fee will apply.

LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of revenue, loss of profits, loss of business, loss of data, or loss of goodwill, arising out of or related to this Contract, regardless of whether such damages were foreseeable or whether a Party has been advised of the possibility of such damages, and regardless of the theory of liability (contract, tort, negligence, strict liability, or otherwise).

Notwithstanding the foregoing, the total cumulative liability of either Party to the for any and all claims arising out of or related to this Contract shall not exceed the total fees paid or payable by Customer to Frontline Services in the twelve (12) month period immediately preceding the event giving rise to the claim.

The limitations set forth in this section shall not apply to: (i) a Party's indemnification obligations under this Agreement; (ii) damages arising from a Party's gross negligence or willful misconduct; (iii) a Party's breach of its confidentiality obligations under this Agreement; or (iv) a Party's infringement of the other Party's intellectual property rights.

Notwithstanding any other provision of this Contract, Frontline Services acts as a reseller of services provided by third-party upstream carriers and providers. To the extent that a claim arises from the acts, omissions, service failures, or outages of an upstream provider, Frontline Services' liability to Customer for such claims shall be limited to the amounts, if any, that Frontline Services is able to recover from the applicable upstream provider on Customer's behalf. Frontline Services shall use commercially reasonable efforts to pursue such recovery upon written request from Customer.

Notwithstanding the foregoing, Frontline Services shall use commercially reasonable efforts to include Customer's interests in any claim or recovery pursued against an upstream provider, and shall not settle any such claim in a manner that prejudices Customer's independent rights without Customer's prior written consent.

CONFIDENTIALITY

Each Party (as a "Receiving Party") agrees to hold in strict confidence all Confidential Information disclosed by the other Party (the "Disclosing Party") and to use such Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Contract. "Confidential Information" means any non-public information disclosed by one Party to the other, whether orally, in writing, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to pricing, customer data, business processes, technical specifications, financial information, and the terms of this Contract.

The Receiving Party shall: (i) protect the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; (ii) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party; and (iii) limit access to Confidential Information to those employees, contractors, or agents who have a need to know such information for purposes of this Contract and who are bound by confidentiality obligations at least as protective as those contained herein.

Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was rightfully known to the Receiving Party prior to disclosure without restriction; (iii) is rightfully received by the Receiving Party from a third party without restriction on disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

If the Receiving Party is required by law, regulation, or court order to disclose Confidential Information, it shall provide the Disclosing Party with prompt written notice (to the extent permitted by law) and reasonable cooperation so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party shall disclose only that portion of the Confidential Information that is legally required to be disclosed.

The confidentiality obligations set forth in this section shall survive the termination or expiration of this Contract t for a period of three (3) years.

Notwithstanding the foregoing, Customer acknowledges and consents that Frontline Services, in its capacity as a reseller, may disclose Customer's Confidential Information to upstream carriers, vendors, or service providers solely to the extent necessary to provision, deliver, support, or maintain the Services. Frontline Services shall ensure that any such third party is bound by confidentiality obligations no less protective than those set forth herein.

DATA PRIVACY AND SECURITY

Data Handling. To the extent Frontline Services processes personal information on behalf of Customer in connection with the Services, including but not limited to phone numbers, contact records, or communications data, Frontline Services shall: (i) process such data only as necessary to perform the Services or as required by applicable law; (ii) implement and maintain reasonable administrative, technical, and physical safeguards designed to protect such data against unauthorized access, disclosure, alteration, or destruction; and (iii) not sell, rent, or otherwise disclose personal information to third parties except as necessary to deliver the Services or as required by law.

Compliance with Applicable Law. Each Party shall comply with all applicable federal, state, and local privacy and data protection laws and regulations in connection with its performance under this Contract, including but not limited to the California Consumer Privacy Act (CCPA) and its amendments, and any other applicable state privacy laws. Customer represents and warrants that it has obtained all necessary consents and authorizations required under applicable law to provide any personal information to Frontline Services for processing in connection with the Services. To the extent Frontline Services processes personal information of California residents in connection with the Services, it does so in its capacity as a service provider as defined under the CCPA, and shall not retain, use, or disclose such personal information for any purpose other than performing the Services or as otherwise permitted by law.

Breach Notification. In the event of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal information processed under this Contract, Frontline Services shall notify Customer in writing without undue delay, and in any event within the timeframe required by applicable state or federal law governing the affected individuals. Such notification shall include, to the extent then known: (i) a description of the nature of the breach; (ii) the categories and approximate number of individuals and records affected; (iii) the likely consequences of the breach; and (iv) the measures taken or proposed to address the breach. Frontline Services shall cooperate with Customer and take reasonable steps to mitigate the effects of the breach.

Data Retention and Deletion. Upon termination or expiration of this Contract, or upon written request by Customer, Frontline Services shall, at Customer's election, return or securely destroy all personal information in its possession that was processed on Customer's behalf, except to the extent Frontline Services is required to retain such data by applicable law.

Telecom-Specific Compliance. Customer acknowledges that the provision of telecommunications services, including the transmission of call records, phone numbers, and related communications data, is subject to the Federal Communications Commission's rules governing Customer Proprietary Network Information ("CPNI") under Section 222 of the Communications Act of 1934, as amended (47 U.S.C. § 222). Frontline Services, as a reseller, bears independent obligations under these rules and shall maintain a CPNI compliance program, including annual certifications as required by FCC regulations. Customer shall not request or direct Frontline Services to use or disclose CPNI in any manner that would violate applicable FCC rules. Each Party is independently responsible for its own compliance with applicable telecommunications law and FCC regulations in connection with its use or provision of the Services.

DEFINITIONS

Some of the terms defined below may not appear in these Terms, but instead in a Contract governed by these Terms.

"Authorized Customer Entities" means any subsidiary, division, or legal entity that (a) is directly or indirectly owned or controlled by Customer, and (b) has been authorized by Customer to access and use the Services under this Contract, provided that Customer remains responsible for such entities' compliance with the terms hereof.

“Contract(s)” means any document accepted by Frontline Services for the ordering of products or Services, including a Service Contract, purchase order, order form, Statement of Work, schedule, addendum, or addendum executed or countersigned by an authorized representative of Frontline Services. Email correspondence shall not constitute a Contract unless it expressly references and incorporates a specific Contract document and is countersigned. Contracts do not include any preprinted terms on a Customer purchase order or other terms that are additional to, or inconsistent with, the terms of this Contract. For Professional Services, the term ‘Contract’ may mean a SOW.

“Go-Live Date” means the earlier of the date (1) you are given notice that the Services are available for your live use, (2) your first live use of the Services, (3) the date specified in a Contract, or (4) forty-five (45) days after your signature on the Contract.

“Monthly Minimum” or **“Monthly Minimum Recurring Charge”** means the minimum MRC you are required to pay each month for the Services; for clarity, Monthly Minimum does not include NRC, professional services fees, or telecom service usage and fees.

“MRC” means monthly recurring charges.

“NRC” means non-recurring charges.

“Related Companies” means any entity that directly or indirectly controls, is controlled by, or is under common control with Frontline Services II, Inc., including subsidiaries and parent entities through which Frontline Services sources, delivers, or supports the Services.

“Services” means the product, services, professional services, or other services to be provided by us pursuant to the Contract(s).

“Statement of Work” or **“SOW”** means a document executed by the Parties pursuant to these Terms, which describes the Services to be provided by Frontline Services. If the Parties agree, a Contract may be used in lieu of a Statement of Work.