

ProNexis Amendment to Call Center Services Agreement

Effective Date: 1-27-25

Parties: All ProNexis clients and stakeholders

This amendment ("Amendment") is made to the Call Center Services Agreement and (the "Agreement") between ProNexis, hereinafter referred to as "Service Provider," and all ProNexis clients, hereinafter referred to as "Client."

Whereas, the regulations and laws promulgated pursuant to the United States Telephone Consumer Protections Act ("TCPA") have created new requirements which require updates to avoid any disruption in services delivered by Service Provider;

Therefore, in consideration of Service Provider delivering the services under the Agreement, pursuant to such requirements under updated protocol, and Client's willingness to accept such services on the following terms, the Service Provider and Client do hereby agree as follows:

1. Lead Source Identification and Compliance with TCPA

The Client acknowledges that it is solely responsible for the identification, qualification, and validation of all lead sources provided to the Service Provider for call center services. The Client further warrants that all leads supplied to the Service Provider comply with applicable laws, including but not limited to the Telephone Consumer Protection Act (TCPA) and any other applicable state or federal telemarketing regulations.

The Client shall maintain appropriate records to demonstrate compliance with these regulations and provide such documentation upon request by the Service Provider.

2. Indemnification and Hold Harmless

The Client agrees to indemnify, defend, and hold harmless the Service Provider, its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

Any alleged or actual violation of the TCPA or any other applicable telemarketing laws due to the Client's lead sources or marketing practices.

The Client's failure to properly identify, qualify, or validate lead sources.

Any third-party claims alleging violations of privacy rights or telemarketing regulations resulting from the use of lead data provided by the Client.

This indemnification obligation shall survive the termination or expiration of the Call Center Services Agreement.

3. Limitation of Liability

The Service Provider shall not be held liable for any damages or penalties resulting from the Client's non-compliance with applicable telemarketing laws or the use of non-compliant lead sources. The Client assumes all risk and liability associated with the use of such leads.

4. No Waiver

This Amendment does not waive any other obligations or responsibilities outlined in the original Call Center Services Agreement. All provisions of the original agreement remain in full force and effect unless explicitly modified by this Amendment.

5. Governing Law

This Amendment shall be governed by and construed in accordance with the laws of the State of Utah], without regard to its conflict of law principles.