

PRONEXIS Additional Terms of Service ("Terms")

Version 10.22.24

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the ProNexis services (the "Service") operated by Five Star Connect Inc, DBA ProNexis ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users and others who access or use the Service. Please refer to your MSA agreement and your SOW for additional information on programs and policy.

RECOVERY POLICY

Liability: ProNexis is not liable for “Potential Lost Revenue” in any situation and includes but is not limited to: Agent Errors, Agent Call Handling, Technical Glitches or for any other reason. Clients understand that these are some of the risks associated with using call center services. Client agrees to hold ProNexis harmless.

PREVIOUS CUSTOMER SALES AND APPOINTMENTS

Appointments for in-home consultations or sales made with previous customers that are interested in having additional work done (new project, same customer) will be charged as normal appointments or sales.

APPOINTMENT/SALE CREDIT BILLING POLICY

Below are the policies related to ProNexis’ booking of appointments or making sales. Most billing situations are outlined in your MSA and SOW; however if there is a situation not addressed in the documentation, ProNexis will evaluate the situation and circumstances and establish a policy for that situation.

CREDIT REQUESTS must be communicated to account managers **no later than 48 hours** after the scheduled date of the appointment for an in home consultation or assessment, or within 48 hours of a sale being made. Disputes reported past the time frame may not be honored.

CREDIT REQUESTS for appointments for in-home consultations or **assessments booked outside of the listed service area**, at the time of booking, are approved.

- If there are changes to coverage areas, they must be communicated to the account manager. Any appointments scheduled prior to communication of changes to coverage area will not be given credit.

Customer **canceled appointments** for in home consultations or assessments disputes:

- ProNexis reserves the right to attempt to reschedule any customer canceled appointment. If the appointment cannot be rescheduled, then credit can be issued.
- Appointments canceled due to insufficient staff within the COMPANY location and/or inability to assist leads due to extensive wait times are not approved.

No shows: lead or prospect **doesn’t show** for their appointment for an in home consultation or assessment.

- ProNexis reserves the right to attempt to reschedule any no-show appointment. If the appointment cannot be rescheduled, then credit can be issued.
- Appointments canceled or not run by COMPANY due to insufficient staff and/or inability to assist leads due to extensive wait times are not approved.

CREDIT REQUESTS for double booked or duplicate appointments are approved (2 Appointments at the same time for the same lead or prospect).

- Service not provided
- Franchised COMPANY
 - The Franchisor defines the services offered for the entire brand. If your location does not offer specific services, notice must be given to the franchisee prior to appointments being booked for those services.
 - ○ A credit will be provided if Pronexis schedules an appointment for a service not provided as long as notice of service change was given prior to booking.
- Non-Franchised COMPANY
 - Services offered are established during onboarding. If there are changes to services offered, they must be communicated to your account manager.
 - ○ A credit will be provided if Pronexis schedules an appointment for a service not provided as long as notice of service change was given prior to booking.

Call handle or hold times will not be grounds for CREDIT REQUESTS.

Data entry and/or ProNexis agent errors will not be grounds for CREDIT REQUESTS.

Approved disputes after the 5th of the month will be applied as credits to the next month's invoice.

Appointments **“force booked”** due to calendar availability issues will not be grounds for CREDIT REQUESTS even if canceled by the professional or franchisee.

Sales are considered sales by whomever closes the sale.

- Examples: Activating a customer on a pay as you go basis, or finalizing a quote made previously by the professional or franchisee.

The outcome of a consultation and/or sales appointment set by ProNexis will not be grounds for billing dispute approvals.

- Example: If the professional is not able to overcome pricing objections, insufficient staff, unable to service within the listed coverage area, inability to service the prospect due to extensive wait time, etc..

Insufficient qualification of a lead by ProNexis agents will not be grounds for CREDIT REQUESTS.

Issues with technology functions will not be grounds for CREDIT REQUESTS.

- Example: Email notifications going to spam, notifications not being delivered properly, etc.

TELEPHONE NUMBER PORTING

In COMPANY's use of the PRONEXIS teleservices, COMPANY will benefit from several telephone lines connected to various telephone numbers ("Lines"). Among these, there may be 1) Primary Lines, 2) Tracking Lines, and 3) Forwarding Lines.

Primary Lines are the main telephone numbers that COMPANY uses in marketing. Through the teleservices, these lines ring directly to the PRONEXIS call center, and are answered by the PRONEXIS services, with no forwarding.

Tracking Lines are additional telephone numbers in use for specific marketing sources and are tagged with the ability to track activity and related data, functioning similarly to the Primary Phone Numbers. The Tracking Lines are created within PRONEXIS' accounts with its telephone providers, and as a result are the property of ProNexis.

Forwarding Lines are telephone numbers internal to the PRONEXIS system to which COMPANY forwards Primary Lines to. These can also be tagged with specific marketing tags or may be general numbers with multiple associated phone numbers being forwarded.

By using PRONEXIS' teleservices, COMPANY agrees that PRONEXIS will have access to and control over each of the 1) Primary Phone Numbers, 2) Tracking Lines, and 3) Forwarding Lines. You agree further that the use of these telephone numbers is at PRONEXIS' discretion.

If, at any point, COMPANY desires to port any Primary Lines or Tracking Lines to a COMPANY owned telephone account, COMPANY may submit to PRONEXIS a written request for this transfer. Upon receipt of such a request, PRONEXIS will review and inform if COMPANY request is approved, at PRONEXIS' discretion (which will not be unreasonably withheld). If the COMPANY request is approved, porting requests will be submitted to PRONEXIS' telephone provider within 14 days.

Each line that is ported will carry an associated administrative fee of \$35 (per telephone number), which COMPANY must pay as a condition of PRONEXIS initiating the porting process.

CLIENT TERMINATION MANDATED PROGRAMS

The Agreement shall commence on the MSA and SOW Effective Date for an initial term of 90 days, (90 days) (the "Initial Term"). After the Initial Term, this Agreement shall automatically continue on a month-to-month basis (each, a "Renewal Term", and collectively with the Initial Term, the "Term") until either party gives the other party notice of its intent to terminate at least thirty (30) days prior to the end of the Initial Term or Renewal Term. Programs that are **mandated by the franchisor** as part of their **FDD program** would need a release letter from the brand president to cease services.

In the event that any payment due to ProNexis is not received by the agreed upon due date, the account may be subject to a late fee of and any additional penalties as permitted by law. Should it become necessary for ProNexis to engage a third-party collection agency or initiate legal action to collect unpaid fees, the client will

be responsible for covering all collection costs, including but not limited to agency fees, court costs, and reasonable attorneys' fees. The client agrees that these additional costs will be added to the total amount due.