**STATEMENT OF WORK NO. {{ScheduleId}}**

**TO**

**MASTER MARKETING AGREEMENT**

THIS STATEMENT OF WORK NO. **{{ScheduleId}}** TO THE MASTER MARKETING AGREEMENT (“**SOW**”) effective as of **{{Effective\_Date}}** (the “**Effective Date**”), is made by and between Citizens Telecom Services Company L.L.C. d/b/a Frontier Communications, a Delaware limited liability company with offices located at 401 Merritt Seven, 2nd Floor, Norwalk, Connecticut 06851, on behalf of itself and its Affiliates (“**Frontier**”), and {{Legal\_Name}}**,** a {{StateCompanyFormed}} {{Entity\_Type}} with offices located at {{LegalStreet}}, {{LegalCity}}, {{LegalState}} {{LegalPostalCode}} (“**Agent**”). Frontier and Agent may hereafter be referred to individually as “**Party**”, or collectively as “**Parties**”.

**WHEREAS**, Frontier and Agent are parties to that certain Master Marketing Agreement dated June 7, 2021 (the “**Agreement**”); and

**WHEREAS**, the Parties desire to enter into a relationship to which the Agent shall market and sell Frontier’s Products through digital media and certain terms and conditions specific to this relationship that are not provided in the Agreement are set forth in this SOW.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **DEFINITIONS.** In addition to terms defined in the Agreement and elsewhere within this SOW, where capitalized, the following words and phrases shall be defined as follows:
   1. “**Agent’s Website**” means the Agent’s website used or created for the purpose of performing the Services as listed in Exhibit A, attached hereto and incorporated herein.
   2. “**Competitor**” means any non-Frontier entity that provides communications services (including, but not limited to, voice, data and video) that relate to the transmission, storage and reception of signals by way of telephone (local and long distance), microwave telecommunications systems, Internet access, wireless telecommunications, text messaging, Internet service provision, DSL, wireless Internet access, Wi-Fi, paging systems, airplane telephones, telephone calling cards, prepaid debit cards for telecommunications services, fiber provisioned telecommunications, cable, broadband and voice over Internet services.
   3. “**Customer Order Interface**” means the XML interface that will enable Customers to order the Products through Agent’s Website. Agent shall incur initial and ongoing costs associated with their integration with Frontier’s XML interface, in accordance with Frontier’s interface specifications.
   4. “**Offer(s)**” means the Frontier authorized pricing, terms and conditions with respect to the Products.
   5. “**Territory**” means the current geographical area where Frontier markets and sells its Products as communicated by Frontier to Agent.
   6. “**Xactly**” is Frontier’s online commission management system accessible at https://login.xactlycorp.com.
2. **TERM AND TERMINATION**.
   1. Term. This SOW shall commence on the Effective Date and will continue until terminated as provided under the Agreement or this SOW.
   2. Termination Method. Either Party may terminate this SOW without cause by providing thirty (30) days’ prior written notice to the other Party. Either Party may terminate this SOW immediately upon written notice to the other Party in the event the other Party has committed a material breach of the SOW or committed a violation of any laws related to the Services or if the Services constitute a security or financial risk to the other Party’s ongoing business.
   3. Commissions Due Upon Termination. Frontier will pay Agent the commissions applicable to an Order that is pending at the date of termination as set forth in Section 9.
   4. Survival. In the event of expiration or termination of this SOW, the following Sections will survive: 1, 2.3, 2.4, 9, and 13.
3. **SCOPE OF SERVICES**.
   1. Permitted Marketing Methods. In accordance with the terms of the Agreement and this SOW, Agent shall, and shall cause the Network to, facilitate a sales campaign within the Territory to market and sell the Products, as set forth herein.
      1. Agent shall post Product and Offer information on the Agent’s Website in a position and with a prominence greater than or equal to that of all Competitors.
      2. The content and graphics containing Licensed Marks shall be approved by Frontier prior to publication on Agent’s Website. Agent’s Website shall not offer nor contain links to any illegal, illicit or pornographic products or services and, in the event of a breach of the foregoing and in addition to all other remedies, Frontier shall have the immediate right at its option to terminate this SOW and have its name and Licensed Marks removed from the Agent’s Website.
   2. Marketing Standards for Frontier’s Products. In the course of providing Services, Agent shall, and shall cause the Network to, be responsible for obtaining information from the Customer regarding the Customer’s service needs and accurately advise the Customer of the particular Product(s) that meet those needs, including their availability, rates and terms, all material features, and applicable restrictions and limitations.
      1. Marketing of Competitors’ Products. Agent shall not, and shall cause the Network not to, attempt to market and sell Competitors’ products to a Customer while engaging said Customer in the sale of Frontier’s Products or processing an Order within the Territory; provided, however, under the same circumstances Agent and the Network shall be permitted to market and sell Competitors’ video products (with the exception of Competitors’ cable products or services) that can be attached to Frontier’s broadband.
      2. Authorized Services Outside the Scope of this SOW. Agent shall not, and shall cause the Network not to, combine other Frontier authorized forms of marketing, such as door to door services, under the terms of this SOW. In the event Frontier determines that a sale was secured in a manner other than expressly authorized under this SOW, Frontier shall have the right to exclude such sale, in accordance with the terms of Section 9, from its calculation of compensation owed to Agent.
   3. Performance Standards. Agent shall and shall cause the Network to reach and maintain certain performance standards as communicated by Frontier. Upon request by Frontier, Agent shall measure and provide Frontier with certain key indicators of performance of Services. The key indicators may include but are not limited to productivity sales by Product and quality assurance, including Customer complaint rate and quality.

* 1. Marketing Materials. Agent shall, and shall cause the Network to, use the advertising, promotional and training materials, and Licensed Marks as supplied by Frontier. Any proposed changes to the advertising, promotional and training materials, and Licensed Marks as supplied by Frontier or other sales promotions,scripts, oral presentations, business cards, letterhead, press releases, internet homepage/websites and other electronic listings, and other publicity matters, items or materials relating to the Products and/or the Services or using the Licensed Marks shall be directed to the Frontier Project Leader as identified in Section 11.
  2. Ordering Platform. Agent shall either use a Frontier-provided ordering platform or upon Frontier’s approval, integrate with Frontier’s ordering platforms, in accordance with the technical specifications as provided by Frontier and shall submit Orders in accordance with Section 4.
  3. Use of Customary Marketing Resources. Agent shall use all of its customary marketing and promotional resources and techniques to provide the Services. Agent shall employ the media activities and resources that it typically uses to attract individuals to Agent’s Website.
  4. Slamming and Cramming. Should Agent discover or have reason to believe that any Network member has failed to comply with the prohibition against slamming and cramming, Agent shall immediately terminate that Network member’s authority to solicit the sale of Products on behalf of Frontier. Any failure by Agent to take such action shall be deemed a breach of this SOW, and Frontier shall have the right to terminate this SOW immediately.
  5. Access to Frontier’s Systems. Frontier reserves the right to suspend or terminate Agent’s access to Frontier’s systems and right of entry to any Frontier location for any reason. Agent acknowledges, agrees and understands that Agent will immediately comply with such request by Frontier.
  6. Customer Contact. Agent is responsible for causing the Network to assure the quality of the Customer contact, and the information collected therein including without limitation, Order accuracy, third-party verification, address validation, credit check, and deposit verification.
  7. Background Checks. Agent shall adhere to the background check requirement set forth in Section 7 and shall ensure the same by all Network members.

1. **DATA TRANSFER, ORDER SUBMISSION AND CALL RECORDING.**
   1. Data Transfer and Order Entry. Data transfer and Order entry between the Parties shall take place utilizing either: (i) the Frontier Proprietary Application process; or (ii) the Network Integration process.
      1. Frontier Proprietary Application Process. Agent, upon Frontier’s approval, shall be permitted to utilize a Frontier proprietary application process to determine the location-based availability of the Products. In utilizing this process, Agent agrees that Agent shall and shall cause the Network to transmit the data and Order information as required by Frontier.
      2. Network Integration Process. Agent, upon Frontier’s approval, shall be permitted to utilize a non-Frontier proprietary application process to determine location-based availability of the Products. In utilizing this process, Agent agrees that Agent shall and shall cause the Network to: (i) communicate with Frontier in real time through the Frontier Application Program Interface (“**API**”); (ii) adhere to the Frontier API standards; and (iii) transmit the data and Order information as required by Frontier. This communication method shall be based on standard address formats as specified by Frontier.
2. Access Agreement. Agent will also be required to enter into a separate access agreement containing the conditions and requirements necessary to use the API.
   * 1. Protection of Customer Information. Frontier will request from Agent and/or Network certain certifications, attestations and questionnaires such as a SOC 2, SIG and/or a PCI AOC that provides some assurance that Customer Information accessed, used, or stored in connection with this SOW will be protected. Commencement of any work related to data transfer or Order entry shall not begin until the requested documents meet with Frontier’s approval.
   1. Data Transfer and Order Entry. Data transfer and Order entry between the Parties shall take place utilizing either (i) the Frontier Proprietary Application process or (ii) the Network Integration process.
      1. Frontier Proprietary Application. Agent, upon Frontier’s approval, shall be permitted to utilize a Frontier proprietary application process to determine the location-based availability of the Products. In utilizing this process, Agent agrees that Agent shall and shall cause the Network to transmit the data and Order information as required by Frontier.
      2. Network Integration. Agent, upon Frontier’s approval, shall be permitted to utilize a non-Frontier proprietary application process to determine location-based availability of the Products. In utilizing this process, Agent agrees that Agent shall and shall cause the Network to: (i) communicate with Frontier in real time through the Frontier Application Program Interface (“**API**”); (ii) adhere to the Frontier API standards; and (iii) transmit the data and Order information as required by Frontier. This communication method shall be based on standard address formats as specified by Frontier.
3. Insurance Requirement. Frontier may require additional insurance requirements than those required by the Agent under the terms of the Agreement for privacy liability, network security liability, and breach response, as applicable to the Services being provided by Agent through the Network Integration process.
4. Access Agreement. Agent will also be required to enter into a separate access agreement containing the conditions and requirements necessary to use the API.
   * 1. Protection of Customer Information. As part of Frontier’s review process, Frontier will request from Agent and/or Network certain certifications, attestations and questionnaires such as a SOC 2, SIG and/or a PCI AOC that provides some assurance that Customer Information accessed, used or stored in connection with this SOW is protected.
   1. Recording of Telephone Calls. Agent shall, and/or shall cause the Network to, make commercially reasonable efforts to record ninety-five (95%) of the inbound and outbound telephone calls the Agent or the Network directly performs. Completed records of such call recordings must be flagged to indicate call date and time, call disposition, and agent ID. Furthermore, Agent shall or shall cause the Network to store all call recordings made by the Agent or the Network directly for a period of no less than three (3) years. Moreover, Agent shall and shall cause the Network to provide Frontier with access to specific Customer calls upon request.
   2. Processed Orders. All Orders under this SOW shall be processed solely using the Frontier Partner ID (“**PID**”) provided in Exhibit B. Agent shall not use a PID that was assigned under another SOW or contract. Failure to use the appropriate PID may result in the removal of the Agent’s access to Frontier systems or processes, a forfeiture of compensation for those Orders, or both.

1. **AGENT OBLIGATIONS.**
   1. Age of Network Members. Agent shall not cause any Network member under eighteen (18) years of age to provide any of the Services.
   2. Adequate Support. Agent shall, at its expense, furnish and maintain all adequate and appropriate personnel, Subcontractors, equipment, ancillary services, office facilities, support facilities and hardware necessary to effectively provide the Services.
   3. Frontier Branded Keywords. Agent shall not, and shall not permit the Network members to, bid on Frontier Branded Keywords (any search terms that include the word “Frontier” in the search) without the execution of an amendment to this SOW. Such restricted terms shall include but not be limited to Frontier DSL, Frontier High Speed Internet, and Frontier.com and any other Product name.
   4. Outbound Telemarketing. Agent shall not, and shall not permit the Network members to, market and sell Frontier’s Products through direct marketing by cold calling, outsourced telemarketing, online surveys and polls, or through any other outbound telemarketing method.
   5. Providing Information to Network. Agent shall provide comprehensive information to the Network on the nature and features of the Products, Offers and the Order process, as supplied and directed by Frontier. Except to the extent set forth herein, hours associated with curriculum development and classroom training are included in the Network’s overhead and shall not be charged to Frontier. Agent shall train or cause the Network to train Network members and provide incentives to the Network to promote the Products to Customers. Furthermore, Agent shall or shall cause the Network to provide Network members with the necessary information and assist them in using the online Customer Order Interface.
   6. Network Training. Agent shall train, or cause the Network to train, the Network members to provide the Services in accordance with the terms of this SOW, Frontier’s policies and directives and applicable law. Agent shall provide incentives to the Network to promote the Products to prospective Customers. In addition, Agent shall also train Network members, with respect to the use of any Frontier systems that Agent may be authorized to access under this SOW. In addition, Agent shall also maintain records of employee training certifications and provide those certifications to Frontier for review upon request. Except to the extent set forth herein, hours associated with curriculum development and classroom training are included in the Network’s overhead and shall not be charged to Frontier.
2. **FRONTIER OBLIGATIONS**.
   1. Offers. Frontier shall provide Agent with Offers for Agent to promote on Agent’s Website, and shall withdraw such Offers in accordance with Frontier’s instructions.
   2. Materials. Frontier shall provide advertising, promotional and training materials for Products and Offers to Agent, and shall be responsible for the accuracy of all such materials.
   3. Support. Frontier shall provide Agent with such support services as may be reasonably required by Agent from time to time and current up-to-date information, promptly upon same becoming available, so as to enable the Agent to effectively, knowledgeably and professionally cause the Network to sell the Products. This information may include changes to the footprint of the Territory.
   4. Commission Payment. In consideration for performing Services, Frontier shall pay Agent the commissions applicable to Completed Sales in accordance with the terms of this SOW.
3. **BACKGROUND CHECKS**. Agent represents and warrants that all of its employees, or Network members assigned to work on behalf of Frontier, will undergo or have undergone a pre-employment background check and drug screening, which has been updated within the last twelve (12) months. The drug screening shall include, at a minimum, a standard 10-panel test. The background check shall include, at a minimum; a seven (7) year history for statewide and county criminal, basic nationwide scan, and social security verification. If the background check indicates the representative: (i) has been convicted of any felony, or has been convicted of any misdemeanor involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution, or crimes involving unlawful possession or use of a dangerous weapon (“Conviction”); or (ii) is identified on any government registry as a sex offender (“Sex Offender Status”), the representative shall not be permitted to provide Services for the benefit of Frontier.
4. **TRAINING.**
   1. Frontier Training. Frontier shall develop and maintain the curriculum, content and duration of Frontier specific training to explain the Products and processes, and shall conduct “train-the-trainer” sessions with Agent.
   2. Network Training. Agent shall train the Network members to provide the Services in accordance with the terms of this SOW, Frontier’s policies and directives and applicable law. In addition, Agent shall also train Network members, with respect to the use of any Frontier systems that Agent may be authorized to access under this SOW. In addition, Agent shall also maintain records of employee training certifications and provide those certifications to Frontier for review upon request.
5. **COMMISSION VALIDATION, PAYMENT, AND DISPUTE PROCESS.** 
   1. Commissions. Frontier will pay Agent the commissions applicable to Completed Sales in accordance with the process and conditions outlined in the Frontier Order Validation and Billing Process (“**OVBP**”) (accessible at https://kb.ftr.com/), and the then current Frontier Compensation Grid (accessible within Xactly at: https://login.xactlycorp.com). Frontier reserves the right to modify the OVBP and Frontier Compensation Grid from time to time. The current OVBP and Frontier Compensation Grid are attached hereto and incorporated herein as Exhibit B and Exhibit C, respectively.
   2. Supplemental Commissions. Frontier, in its sole discretion, may from time to time offer Agent (i) an incentive program to earn commissions above those commissions as set forth in the then current Frontier Compensation Grid and/or (ii) a marketing development fund for reimbursement of certain marketing costs. Such offers, unless otherwise agreed to by the Parties, shall be communicated to Agent via a non-executable notice.
   3. Affidavit Request. Frontier may, upon written request, require Agent to sign an affidavit stating that all Network members have been paid to date. If Frontier makes such a request, Frontier’s payment obligations will be tolled until Agent provides the affidavit.
   4. Payment Disputes. Frontier may withhold payment of all amounts relating to any Services or Completed Sales that are the subject of any pending fraud investigations, arbitration or any other disputes or audits between the Parties until such matters are resolved or settled. All payment related disputes will be addressed pursuant to the process outlined in the OVBP (“**Payment Dispute Process**”). The Payment Dispute Process shall be Agent’s sole recourse with respect to all payment disputes, and will overrule the dispute resolution process for non-payment matters as outlined in the Agreement. All timing limitations outlined in the Payment Dispute Process will be strictly applied.
   5. Final Accounting. Upon termination of this SOW the following shall apply:
6. an Order that is pending at the date of termination, and results in a Completed Sale, will be paid in accordance with the OVBP, provided that Orders that remain pending ninety (90) days after the date of termination shall not be compensable;
7. Agent shall be entitled only to those unpaid commissions, if any, from any Orders obtained from Customers on or prior to the date of termination;
8. Frontier may withhold the payment of commissions for up to sixty (60) days for all Orders accepted prior to the date of termination, pending a full resolution of Agent’s account in accordance with this Agreement and the OVBP; and
9. Frontier’s acceptance of Orders obtained by Agent shall not constitute a renewal of this Agreement or a waiver of such termination.
10. **NON-EXCLUSIVITY**. Except as otherwise stipulated under Subsection 3.2, Agent may perform services for other clients or Competitors contemporaneously with the performance of the Services for Frontier. However, during the term of this SOW, Agent shall not, and shall cause the Network not to, knowingly market (i.e. deliberately target) and successfully sell any product that competes with a Frontier Product sold through Agent’s work on behalf of a Competitor to a current Customer that has been secured by Agent or Network in furtherance of this SOW during the term of this SOW and for twenty-four (24) months following the termination or expiration of this SOW for any reason other than an uncured breach by Frontier. Notwithstanding, nothing herein shall impair or limit Agent and the Network from responding to public and non-targeted solicitations and otherwise promoting any other product at any time in response to an unsolicited request. Nor shall Agent and the Network be impaired in its marketing of other products to current Customers that do not compete with Frontier’s Products.
11. **MANAGEMENT AND REPORTING**.
    1. Project Leader. Each Party shall appoint a person to coordinate their respective activities pursuant to this SOW (“**Project Leader**”). Agent’s appointment shall be made within five (5) business days of the Effective Date of this SOW. The Parties shall exchange contact information of each relative Project Leader.

(a) Each Project Leader shall be available to the other Party Monday through Friday during the other Party’s normal business hours (local time).

(b) Each Project Leader shall handle the other Party’s inquiries concerning day-to-day management of the Project. Each Party’s inquiries shall be resolved within twenty-four (24) hours after being received by the Party’s Project Leader, or within a time frame mutually agreed upon by the Parties. Inquiries not resolved within a reasonable period of time will be promptly escalated to senior or executive management.

(c) Status Review of Services. Frontier may request, and Agent shall provide, periodic status reviews pertaining to various aspects of the Services under this SOW.

* 1. Weekly Reporting by Agent. Agent shall provide to Frontier weekly reports showing an analysis of the results of Agent’s performance. The content and format of the weekly reports will be determined and communicated by Frontier or as agreed upon by the Parties. Reports may include, but not be limited to the following:

1. marketing spend impact versus resulting Orders;
2. a breakdown of loop qualification attempts and successes;
3. number of Orders;
4. a breakdown of Orders by Network member, geography and Product;
5. Order flow and drop-off information to understand buying patterns;
6. number of Orders rejected by Frontier’s system; and
7. percentage of Completed Sales to Products listed on submitted Orders.

Agent shall provide reports with the ability to be broken down by Network member, geographical areas and Product. Such reports shall be sent to the Project Leader.

* 1. Weekly Reporting by Frontier. Frontier shall provide weekly reports, in a format to be mutually agreed upon by the Parties, on the weekly number of pending completed Orders, terminated completed Orders, and completed Orders made during the previous week. Frontier shall work in good faith with Agent in the event Agent makes Frontier aware of any discrepancies, escalations, or other inaccuracies in reporting. In this respect, Frontier agrees to make all commercially reasonable efforts to expeditiously address any reporting discrepancies raised, providing no less than weekly updates on the status of any discrepancy until said is resolved.
  2. Do Not Contact. Agent shall itself, and cause the Network to create and maintain a database to capture and track information pertaining to any individual or business requesting removal from the Digital Lead list. Information captured shall include, and is not limited to, billing telephone number (where available) including area code, complete individual/business name, complete address, and date request was made. Agent shall provide such information to Frontier no less frequently than once every thirty (30) days (or such other shorter time frame as the Parties agree), utilizing a mutually acceptable process.

1. **MONITORING**. With not less than one (1) business day prior notice to Agent, Frontier shall have the right to observe, monitor and record, to the extent permitted by law and at Frontier’s discretion, Agent’s sales personnel performing Services for Frontier. Agent agrees to secure from the Network written consent to be monitored by Agent and Frontier.
2. **MISCELLANEOUS**.
   1. Notice. Any written notice either Party may give the other concerning the subject matter of this SOW shall be executed as set forth in the identified Notice section of the Agreement.
   2. Entire Agreement. This SOW and the documents referenced herein represent the entire understanding between the Parties with respect to the subject matter of this SOW, and cancels and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter. This SOW may only be modified or amended by an instrument in writing signed by duly authorized representatives of the Parties. The Parties agree that any modifications to the exhibits of this SOW will not require an amendment to this SOW.
   3. Certain Defined Terms. In case of a conflict between the Agreement and this SOW, the SOW shall only govern in matters of scope, the Agreement shall in all other matters.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by duly authorized representatives.

|  |  |  |
| --- | --- | --- |
| **CITIZENS TELECOM SERVICES**  **COMPANY L.L.C.** d/b/a  **FRONTIER COMMUNICATIONS** |  | **{{Legal\_Name}}** |
| Signature: **{{Signer2Signature}}** | Signature: **{{Signer1Signature}}** |
|  |  |  |
| Printed Name: **{{Signer2FullName}}** | Printed Name: **{{Signer1FullName}}** |
| Title: **{{Signer2Title}}** | Title: **{{Signer1Title}}** |
| Date: **{{Signer2Date}}** | Date: **{{Signer1Date}}** |

**For Frontier Use Only: Contract No. {{ScheduleId}} and SOW No. {{ScheduleId}}**

**EXHIBIT A**

**(Effective {{Effective\_Date}})**

**STATEMENT OF WORK NO. {{ScheduleId}}**

**SERVICES PROJECT DETAILS**

**Permitted Websites and Partner Identification\***

**Agent’s Permitted Website(s)**: **{{Website}}**

**Frontier Provided Partner Identification (PID)**: (*to be assigned*)

\*Changes to Agent’s permitted websites or the PID as detailed in this Exhibit A shall be set forth in a new Exhibit A and provided to Agent by Frontier per the terms of the Notice section of the Agreement. The issuance of a new Exhibit A shall not require an execution of an amendment to this SOW and will supersede all previously issued Exhibit A’s.

**EXHIBIT B**

**(Effective {{Effective\_Date}})**

**STATEMENT OF WORK NO. {{ScheduleId}}**

**ORDER, VALIDATION, BILLING AND PROCESS (“OVBP”)\***

*(Subject to change per the terms of this SOW)*

**This process refers to terms defined in the Master Marketing Agreement (“Agreement”) and, in some cases, may augment those definitions as applicable to the Digital Sales Channel.**

1. **Tracking Period.** The tracking period for Orders is monthly, beginning with the first day of the month and ending on the last day of the month (“**Tracking Period**”).
2. **Order Processing and Validation.** 
   1. Agent will submit Orders for Products and each Product will be tracked based on the following status categories:

* Completed Sale: as defined in the main Agreement.
* Rejected: A “Rejected” Order has been cancelled or rejected by Frontier or Customer, including those deemed to have been obtained as a result of fraud or material misrepresentations, or have been rejected by Frontier for other reasons, including but not limited to, failure to pass credit check or to clear engineering review, or charge backs.
* Pending: A “Pending” Order has been submitted to Frontier and does not fall within another category.
  1. Agent acknowledges that Orders that do not comply with Frontier ordering processes may cause Orders to be delayed in the review process and/or impact the Order’s categorization status. Agent must identify Orders not tracked within the Xactly system that need to be corrected by Frontier's designated order writing group. Orders that are not corrected or cannot be corrected prior to installation will be subject to the payment dispute process.
  2. During each Tracking Period, Xactly will identify Orders submitted, the current categorization status of each Order in an Event Report, and Completed Sales in a myIncentives Report. Within two (2) months from the close of a Tracking Period, Frontier will review and finalize the myIncentives Report, declaring the list of Completed Sales in the myIncentives Report final and ready for payment, subject to Recovered Amounts as outlined in Section 2(d) (“**myIncentives Report**”). Each myIncentives Report will be available for review at https://login.xactlycorp.com.
  3. Frontier shall be entitled to recover any amounts paid, or to cancel any pending payment amount associated with a Completed Sale if (i) the Product is disconnected within ninety (90) days of installation, or (ii) the Order is deemed by Frontier to have been obtained as a result of fraud or material misrepresentations by Agent **(“Recovered Amounts”)**. Recovered Amounts will be reflected in the myIncentives Report. In such an event, if Frontier has already paid Agent, then a chargeback will be identified in and applied to the next myIncentives Report and such amount will be reduced from the next applicable payment. If there are no future compensation payments to offset, Agent will pay Frontier such amount within ninety (90) days of notification from Frontier.

1. **Payment.** 
   1. Commissions.Subject to Section 2(d),Frontier will pay Agent on a monthly basis for Completed Sales identified on the myIncentives Report, based on the commission schedule outlined in the Frontier Compensation Grid that corresponds with the posted sale date as reflected in the Frontier system. Payment will be made within thirty (30) days from the date Frontier provides the myIncentives Report, for all Completed Sales identified therein, with the exception of the Agent’s first payment, which shall be paid within forty-five (45) days from the date the first myIncentives Report is made available.
   2. Invoiced Amounts. Agent will invoice Frontier for expenses which have been approved by Frontier. Agent must obtain Frontier’s written approval in advance of incurring any costs or expenses for which it wishes to be reimbursed. Agent’s invoice shall be accompanied by all supporting documentation, including but not limited to receipts, invoices, Frontier’s prior written approval, etc. Frontier’s reimbursement of such cost will be paid outside of the OVBP process unless otherwise specified in the written approval.
2. **Payment Dispute Process.**
   * 1. Each myIncentives Report is available for review and subject to dispute for sixty (60) days from the date such myIncentives Report becomes available in accordance with Section 2(c) (“**Dispute Period**”). Upon expiration of the Dispute Period, Agent shall be deemed to have waived all rights with respect to any further claims regarding such myIncentives Report and all activity during the relevant Tracking Period (with the exception of Pending Orders).
     2. If Agent believes a myIncentives Report contains errors, Agent shall prepare a report identifying (i) Orders submitted during the previous Tracking Period, which Agent believes has been categorized as a Rejected Order in error, improperly paid, or are not listed in the myIncentives Report; and (ii) Completed Sales improperly designated for Recovered Amounts (“**Disputed Orders Report**”). Each disputed matter may only be identified on one (1) Disputed Orders Report. Each Disputed Orders Report shall be on the form provided by Frontier, or in similar format (“**Dispute Form**”). Agent shall provide information and/or justification sufficient to support Agent’s claim with respect to each identified Order.
     3. Agent will submit each Disputed Orders Report, within the applicable Dispute Period directly through the workflow in Xactly.
     4. Pending Order(s) and Cancelled Order(s) are not disputable matters. Upon receipt of a properly submitted and complete Disputed Orders Report, Frontier will (i) investigate the Orders identified on the Disputed Orders Report, (ii) determine whether the status of each Order is accurately reflected on the current myIncentives Report, and (iii) respond to Agent by providing a written report identifying Frontier’s findings with respect to each Order in question and if any adjustments to be made to the myIncentives Report(“**Validated Dispute Report**”) within thirty (30) days following the close of the Dispute Period. If the Validated Dispute Report acknowledges the need for an adjustment in the amount due to Agent, then Frontier will apply the adjustment to the myIncentives Report in a timely manner; provided that the resulting adjustment in payment amount may be applied to the next myIncentives Report. Frontier’s findings with respect to each Disputed Orders Report shall be final.

\*Changes to the OVBP as detailed in this Exhibit Bshall be set forth in a new Exhibit B and provided to Agent by Frontier per the terms of the Notice section of the Agreement. The issuance of a new Exhibit B shall not require an execution of an amendment to this SOW and will supersede all previously issued Exhibit B’s.

**EXHIBIT C**

**(Effective {{Effective\_Date}})**

**STATEMENT OF WORK NO. {{ScheduleId}}**

**FRONTIER PRODUCT COMPENSATION GRID\***

*(Subject to change per the terms of this SOW)*

Attach Comp Grid

\*Changes to the Frontier Product Compensation Grid as detailed in this Exhibit Cshall be set forth in a new Exhibit C and provided to Agent by Frontier per the terms of the Notice section of the Agreement. The issuance of a new Exhibit C shall not require an execution of an amendment to this SOW and will supersede all previously issued Exhibit C’s.