

Terms of Service

1. PARTIES AND PURPOSE

This Terms of Service Agreement (“Agreement”) is entered into by and between Decision Digital, Inc. (“DD”), a Georgia corporation, and the undersigned customer (“Customer”).

Customer desires to purchase or subscribe to hardware, software, and/or related professional and managed services from DD, including but not limited to consulting, IT managed services, cybersecurity, software subscriptions, hardware-as-a-service (HaaS), cloud-hosted resources, cloud-hosted applications, and artificial intelligence (“AI”) as a service.

DD agrees to provide such products, subscriptions, and services subject to the terms and conditions set forth herein.

2. CONFIDENTIALITY

Both parties agree that all information disclosed or observed in the course of performing under this Agreement—including, but not limited to, business processes, technical data, plans, and documentation—shall be considered Confidential Information.

Each party shall protect the other’s Confidential Information using the same degree of care as it uses to protect its own, but no less than reasonable care. Confidential Information shall not be disclosed or used for any purpose other than the performance of this Agreement without prior written consent.

This obligation shall survive termination of the Agreement.

3. CONSIDERATION

Now, therefore, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

For and in consideration of the services to be rendered hereunder, the Customer agrees to pay DD in accordance with the applicable fee schedule and terms set forth in Section 4 (“Fees and Billing”) of this Agreement (collectively, the “Services”).

4. FEES AND BILLING

4.1 Service Rates

| Service Type | Hourly Fee | Initial Increment | Additional Increment |
|--------------------------|------------|-------------------|----------------------|
| Standard Support | \$190 | 15 Minutes | 15 Minutes |
| Managed Services Support | \$175 | 15 Minutes | 15 Minutes |
| Consulting | \$300 | 30 Minutes | 15 Minutes |

- Services performed after business hours are billed at 1.5x the applicable rate.
- Services performed on holidays are billed at 2x the applicable rate.
- Business Hours: Monday–Friday, 8:30 a.m.–5:00 p.m. Eastern Time.
- Holidays: New Year’s Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve, and Christmas Day (subject to adjustment).

4.2 Application of Service Rates

Standard Support Rate:

Applies to any time DD is engaged or involved in discussing, managing, documenting, and/or performing support tasks or processes that include, but are not limited to:

1. Hardware, software, and/or services comprising local area, wide area, cloud, mobile, VoIP, and/or wireless networks.
2. Network administration, monitoring, and/or management.
3. Specific issue research and/or resolution.
4. General guidance, usage, and implementation of commercially available line-of-business applications.

Managed Services Support Rate:

A discounted rate that applies to any time DD is engaged or involved in discussing, managing, documenting, and/or performing support tasks or processes that are outside the scope of a current managed services agreement. These include, but are not limited to:

1. Hardware, software, and/or services comprising local area, wide area, cloud, mobile, VoIP, and/or wireless networks.
2. Network administration, monitoring, and/or management.
3. Specific issue research and/or resolution.
4. General guidance, usage, and implementation of commercially available line-of-business applications.

Consulting Rate:

Applies to any time DD is engaged or involved in consulting, analyzing, strategizing, architecting, and/or managing plans or processes that include, but are not limited to:

1. Hardware, software, and/or services comprising local area, wide area, cloud, mobile, VoIP, and/or wireless networks.
2. Software application development, whether existing or custom.
3. Specialized guidance, usage, and implementation of specific line-of-business applications.
4. Business processes, technology direction, diagrams, and workflows.
5. Database script development and data handling, including mining, scrubbing, import/export.
6. Professional Service Automation and adjunct application programming.
7. Customized reports (e.g., Excel, Power BI, BrightGauge).

4.3 Billing Increments

All services are billed in the initial and subsequent increments shown above, whether performed onsite, remotely, or during travel. Travel time is billable at the applicable Additional Increment rate.

4.4 Appointment Cancellations

Pre-arranged appointments cancelled with less than 24 hours' notice or missed outright may be subject to a cancellation fee equivalent to one (1) hour at the applicable rate.

4.5 Payment Terms

- 50% of all labor charges and the full cost of hardware/software are due upon acceptance of any quote, proposal, or statement of work.
- The remaining balance is due upon delivery or completion.
- All payments shall be made electronically in U.S. Dollars (USD) via ACH transfer, wire transfer, or approved credit card payment unless otherwise agreed to in writing by DD
- The Customer shall be responsible for all transaction fees associated with any method of payment, including but not limited to ACH, wire transfer, or credit card processing fees.
- Invoices not paid within 30 days of delivery or completion accrue interest at the lesser of 21% per annum or the maximum rate permitted by Georgia law.
- The Customer has 90 days ("Dispute Period") from the date of invoice to raise billing disputes.
- Refunds, if any, are at the sole discretion of DD and may be issued as account credits for future services

4.6 Service Suspension and Related Indemnity

Invoices not paid within forty-five (45) days of delivery or completion may result in suspension of all services and access to systems or data. Customer acknowledges that such suspension may include the disabling or purging of Customer's tenancy, data, and related services.

Customer shall indemnify, defend, and hold harmless DD from and against any and all losses, claims, liabilities, or damages (including those arising from Customer's affiliates, suppliers, representatives, or clients) resulting from or related to any service disruption, data loss, or cessation of tenancy caused by such suspension.

4.7 Performance Disclaimer

Although DD will undertake to perform its obligations in accordance with the Customer's requests and in a professional manner consistent with industry standards, DD does not guarantee any particular result or outcome.

The Customer acknowledges and agrees that DD shall not be liable to the Customer for any claims, losses, or damages in the event that, after reasonable efforts, DD is unable to achieve the specific result requested by the Customer.

5. TITLE AND SOFTWARE LICENSING

5.1 Title Retention and Transfer

Title to any hardware and/or software herein being purchased is retained by DD until complete and full payment of all outstanding invoice(s) is received from the Customer, regardless of whether the Customer has paid a specific invoice that may itemize a particular item of hardware and/or software.

Once all of the Customer's invoices have been paid to DD, title shall pass to the Customer.

Further, the Customer hereby grants DD authorization to enter upon its premises for removal of any hardware and/or software as a result of any unpaid invoice(s) for hardware and/or software purchased from DD.

While the Customer acknowledges that DD has no obligation to accept return of any hardware and/or software purchased from DD, in the event DD accepts return or repossesses any such hardware and/or software previously purchased, the Customer will remain liable to DD for fifty percent (50%) of the original purchase price of said hardware and/or software as a restocking charge.

5.2 Software Licensing

Customer understands and acknowledges that most, if not all, software products are protected by various copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Additionally, most, if not all, software products are licensed and not sold. Further, most, if not all, software products require the end user to agree to a license agreement with the software vendor. Included within many such license agreements are restrictions on the use of the software and the requirement of a license for each computer on which the software is installed.

Proper licensing of customer-provided software is the Customer's sole responsibility. Customer understands and acknowledges that for any software which the Customer provides to DD and requests DD to install, it is the Customer's sole responsibility to ensure that the Customer has a valid license for each computer on which the software is installed, if such a license is required by the vendor. Additionally, it is the Customer's sole responsibility to adhere to all applicable copyright laws, international treaties, and vendor license terms, and not the responsibility of DD.

6. INTELLECTUAL PROPERTY

Notwithstanding anything to the contrary contained herein, the Customer acknowledges and agrees that all information, including but not limited to plans, site surveys, roadmaps, designs, code, documentation, workflows, automations, data queries, gauges, statements of work (SOWs), methodologies, or any other materials that would be deemed business intelligence, as well as any disclosed, demonstrated, or observed processes or materials, whether presented in person, verbally, electronically, visually, in printed form, or in any other manner by DD (collectively, "DD's Work"), is considered confidential and the intellectual property of DD.

No part of DD's Work may be utilized, duplicated, implemented, incorporated, reproduced, or transmitted in any form or by any means by the Customer without the specific purchase of such Work from DD or the express written permission of DD.

DD shall be entitled to avail itself of any and all remedies available at law or in equity in the event the Customer fails to comply with this provision.

7. TERMINATION

7.1 Convenience

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party.

Termination by the Customer shall not relieve the Customer of any financial or contractual obligations incurred prior to the effective date of termination, including but not limited to payment for all products, services, labor, hardware, software, fees provided or committed prior to termination.

All provisions of this Agreement that by their nature should survive termination—including, without limitation, confidentiality, intellectual property, payment, indemnification, and limitation of liability—shall survive any termination or expiration of this Agreement.

7.2 Material Breach

If the Customer believes DD is in material breach of this Agreement, the Customer must provide written notice describing the breach. DD shall have thirty (30) days from receipt of such notice to cure the breach. If DD fails to cure within that period, the Customer may then terminate this Agreement by providing a final written notice of termination.

8. INSURANCE REQUIREMENTS

Customer agrees to purchase and maintain throughout the term of this Agreement a liability insurance policy, including network security and data protection liability insurance (cyber liability), covering liabilities for financial loss resulting or arising from acts, errors, or omissions in connection with the specific services described in this Agreement.

Such policy shall include coverage for:

- Violation or infringement of any right of privacy, including breach of security or breach of security/privacy laws, rules, or regulations globally, now or hereinafter constituted or amended
- Data theft, damage, unauthorized disclosure, destruction, or corruption, including unauthorized access, use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a virus or other malicious code, and participation in denial-of-service attacks on third-party systems
- Loss or denial of service, with no cyber terrorism exclusion
- With a minimum limit of \$3,000,000 each and every claim and in the aggregate.

Such coverage must include, at a minimum:

- Technology/professional liability, including breach of contract
- Privacy and security liability
- Privacy regulatory defense and payment of civil fines
- Payment of credit card provider penalties
- Breach response costs, including notification, forensics, credit protection, call center, identity theft protection, and crisis management/public relations services.

9. INDEMNIFICATION

Customer shall defend, indemnify, and hold harmless DD, its officers, employees, and agents from and against all claims, damages, liabilities, costs, and expenses (including attorneys' fees) arising out of:

- Customer's use of products or services
- Customer's acts, omissions, or negligence
- Third-party claims related to Customer's data, systems, or business operations

10. WARRANTIES AND DISCLAIMERS

DD hereby expressly disclaims all warranties, whether express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

Customer acknowledges and agrees that DD shall not be obligated or liable to Customer for any damages, including but not limited to special, incidental, indirect, or consequential damages, arising out of or in connection with any hardware, software, or services purchased or performed under this Agreement, or for any damages whatsoever resulting from loss of use, data, or profits, whether such liability arises in contract, tort (including negligence), or otherwise, even if DD has been advised of the possibility of such damages.

This disclaimer by DD in no way affects or limits the Customer's rights under the terms of any applicable manufacturer's warranty, if any, that may apply to hardware or software purchased through DD.

10.1 Cloud Platform Services Disclaimer

DD shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses (even if DD has been advised of the possibility of such damages), resulting from any failure, interruption, or disruption of any cloud platform services, whether such services are hosted or managed by DD or a third party. DD makes no warranty that any cloud platform services will be uninterrupted, timely, secure, or error-free. Any repairs, recovery, or remediation efforts required due to such failures or disruptions shall be chargeable to the Customer at DD's then-current applicable rates.

10.2 Malware and External Factors Disclaimer

DD shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses (even if DD has been advised of the possibility of such damages), resulting from malware, ransomware, viruses, acts of God (including electrical surges or spikes), defective hardware or software, software installed by automatic means or by any person, failures caused by the Customer's employees, agents, invitees, or other faults or failures, including but not limited to loss of data, man-hours, equipment failure, or other special, incidental, or consequential damages arising through such fault or failure. Any repairs or recovery work required due to such events shall be chargeable to the Customer at DD's then-current applicable rates.

11. LIMITATION OF LIABILITY

In no event shall DD's total cumulative liability arising under or related to this Agreement exceed twenty-five thousand dollars (\$25,000) in the aggregate, not to exceed this amount under any circumstances.

This limitation applies regardless of the form of action, whether in contract, tort (including negligence), or otherwise, and even if DD has been advised of the possibility of such damages.

12. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance caused by acts beyond its reasonable control, including acts of God, natural disasters, war, terrorism, cyberattacks, labor disputes, or failures of utilities, networks, or suppliers.

13. NON-SOLICITATION AND ENFORCEMENT

DD and Customer each agree that they will not, directly or indirectly, encourage, solicit, or induce any employee of the other party to leave his or her employment with that party.

Further, DD and Customer both agree that they will not hire, employ, or cause to be employed, or establish or engage in a business with, any person who was employed by the other party during the two (2) year period prior to the termination of this Agreement.

The provisions of this section shall remain in full force and effect for two (2) years following termination of this Agreement.

14. GOVERNING LAW, JURISDICTION, AND ENFORCEMENT

Customer hereby acknowledges receipt of a true and correct copy of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law principles. The parties hereby consent to the exclusive jurisdiction of the State and Federal Courts of Fulton County, Georgia for the enforcement of this Agreement.

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover fifteen percent (15%) of the amount due as attorney's fees, plus costs and expenses, in addition to any other relief to which such prevailing party may be entitled.

15. MISCELLANEOUS

This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter contained herein and supersedes all prior discussions, negotiations, and agreements between the parties regarding the same subject matter.

No alteration or modification of this Agreement shall be binding unless made in writing and signed by both parties.

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, executors, and assigns of the parties hereto.

15.1 Assignment

Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of DD. Any attempted assignment without such consent shall be null and void. DD may assign or transfer this Agreement, in whole or in part, without restriction, including to any successor entity or affiliate in connection with a merger, acquisition, or sale of assets, provided that such successor assumes DD's obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

The persons executing this Agreement on behalf of each party represent and warrant that they are duly authorized and have the legal capacity to execute this Agreement on behalf of their respective parties.

16. ACCEPTANCE AND SIGNATURES

The parties agree that this Agreement and any related documents may be executed and delivered by electronic signature (including via DocuSign, Adobe Sign, scanned PDF, or other electronic means), and that such electronic signatures shall have the same force and effect as original signatures. Each party agrees that the execution and delivery of this Agreement by electronic means shall constitute valid and binding execution by that party.

Decision Digital, Inc.

Customer

By: _____

By: _____

Title: _____

Title: _____

Date _____

Date _____